

CITY OF RICHFIELD, MINNESOTA

TUESDAY, MAY 13, 2014

RICHFIELD MUNICIPAL CENTER
6700 PORTLAND AVENUE

SPECIAL CITY COUNCIL WORKSESSION

BARTHOLOMEW ROOM

6:00 P.M.

AGENDA

Call to order

(Worksession discussion times are approximate)

6:00 – 6:35 p.m.

1. Discussion regarding food trucks (Council Memo No. 50)

Notes: _____

6:35 - 6:55 p.m.

2. Discussion regarding a parks and events permit policy (Council Memo No. 51)

Notes: _____

Adjournment

REGULAR CITY COUNCIL MEETING

COUNCIL CHAMBERS

7:00 P.M.

AGENDA

INTRODUCTORY PROCEEDINGS

Call to order

Open forum (15 minutes maximum)

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.

Notes: _____

Pledge of Allegiance

Approval of the minutes of the (1) Special City Council Worksession of April 22, 2014; (2)) Special Concurrent City Council and HRA Worksession of April 22, 2014; and (3) Regular City Council Meeting of April 22, 2014

PRESENTATIONS

1. Presentation of Certificates of Appreciation to Miss Richfield Ambassadors and Junior Ambassadors (Council Memo No. 52)
2. Annual meeting with the Advisory Board of Health
3. Presentation regarding National Public Works Week

COUNCIL DISCUSSION

4. Council discussion
 - Fourth of July parade participation
 - Hats Off to Hometown Hits

Notes: _____

AGENDA APPROVAL

5. Council approval of the agenda
6. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Consideration of the approval of a resolution authorizing the Richfield Department of Public Safety to accept grant monies from the U.S. Department of Justice, Office of Justice Programs, the Justice Assistance Grant (JAG) Program S.R. No. 80
 - B. Consideration of approval of a resolution authorizing the City Council to affirm the monetary limits on municipal tort liability established by Minnesota Statutes 466.04 S.R. No. 81
 - C. Consideration of the approval of a resolution authorizing a partnership agreement between the City of Richfield and the Minnesota Department of Transportation for the purchase/storage of salt until June 30, 2018 S.R. No. 82
 - D. Consideration of the approval of a resolution authorizing the partnership agreement with the State of Minnesota Department of Transportation for the purchase of fuel until June 30, 2018 S.R. No. 83
 - E. Consideration of the approval of a work proposal from Short Elliott Hendrickson, Inc. for engineering services to design the City's sanitary and water main utilities as part of the 66th Street Reconstruction Project between 16th Avenue and Xerxes Avenue S.R. No. 84
 - F. Consideration of the approval of an agreement between Hennepin County and the City of Richfield for funding of soccer goals and equipment in the amount of \$7,500 S.R. No. 85
 - G. Consideration of the approval of an agreement between the City of Richfield and Sprint Spectrum L.P. for a short term lease for use of Veterans Memorial Park as a temporary site for a mobile communications facility during the 4th of July Celebration S.R. No. 86

- H. Consideration of the approval of an agreement between the City of Richfield and the Richfield Foundation for the Richfield Foundation to act as fiscal sponsor of donations received for a community band shell S.R. No. 87
- I. Consideration of the approval of an agreement between the City of Richfield and the Richfield Foundation for the Richfield Foundation to act as fiscal sponsor of donations received for Wood Lake Nature Center S.R. No. 88
- J. Consideration of the approval of the first reading of an ordinance that will remove/correct outdated terminology; clarify a number of definitions; allow home occupations to operate within garages and accessory structures; correct and add references; add parking requirements for two-family and cluster housing developments; revise setbacks from Two-Family Residential (MR-1) properties; clarify language related to drive-thru facilities in the Mixed Use Districts; and clarify screening and temporary banner requirements S.R. No. 89
- K. Consideration of the approval of a resolution authorizing an amended Planned Unit Development, Conditional Use Permit and Final Development Plan for Richfield-Bloomington Honda S.R. No. 90
- L. Consideration of the approval of Contract Change Order #2 for the Richfield Ice Arena – 2013 Locker Room Addition Project in the amount of \$11,411 S.R. No. 91

Notes: _____

7. Consideration of item(s), if any, removed from Consent Calendar

Notes: _____

PUBLIC HEARING

- 8. Public hearing regarding a conditional use permit and variances to allow construction of a 75-foot telecommunication tower and accessory structure at the Richfield Public Works building, 1901 66th Street East

Staff Report No. 92

Notes: _____

OTHER BUSINESS

- 9. Consideration of the construction of Metropolitan Council Livable Communities Transit-Oriented Development grant-related improvements at Lyndale Gardens

Staff Report No. 93

Notes: _____

CITY MANAGER'S REPORT

10. City Manager's Report

Notes: _____

11. Claims and payrolls

Open forum (additional 15 minutes if more time needed after first Open Forum and by majority vote of the City Council)

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.

Notes: _____

12. Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.

CITY OF RICHFIELD, MINNESOTA
Office of City Manager

May 8, 2014

Council Memorandum No. 50

The Honorable Mayor
and
Members of the City Council

Subject: Food Truck Discussion
(Worksession Agenda Item No. 1)

Council Members:

On March 11, 2014, staff met with individuals who had approached the City for a discussion concerning the ability for food trucks to be present in the City of Richfield. They were: John Levy, Food Truck Association and AZ Canteen owner, Asher Miller, Director of Operations for AZ Canteen and PJ Fiske, Owner/Operator of Kona-Ice. Also present was Steve Devich, City Manager, Pam Dmytrenko, Assistant City Manager, John Stark, Community Development Director, Angie Schaeftbauer from the Richfield Chamber of Commerce and various staff members representing Recreation, Community Development and Business Licensing.

John Levy, President of the Food Truck Association explained there were 63 current members of the association with another approximately 60 who were not members but operated food trucks throughout the Metro. Mr. Levy explained that this was a growing business and that they primarily use private events, parks and business invitations to reach their clientele. He indicated that approximately 10% of a crowd is likely to utilize the services of a food truck so a crowd of approximately 1,000 would be needed to make it attractive for them to be present.

Staff concluded that discussion indicating that this would be a topic for a future City Council study session. Staff also indicated that it might make sense to try some temporary events this summer on a trial basis and go from there based on the results.

On March 29, 2014, staff met with Lynn Moore, Environmental Health Division Manager for the City of Bloomington, whose staff conducts food inspections in Richfield. Ms. Moore instructed staff about food safety concerns as not all food trucks are designed and maintained at the same level. It was noted that some food trucks do an excellent job concerning food safety while others do not.

Ms. Moore indicated that Richfield is currently set up to allow food trucks on a temporary basis for up to 21 calendar days each year. She indicated that her staff is on

duty on weekends and that they will conduct food inspections of vehicles on the days they are operating. However, she noted that in some cases, inspectors have found food safety issues that required the trucks be shut down even after a license has been issued.

In general, after considering all of the issues, staff concluded that it could recommend allowing some temporary events this summer involving food trucks to see what transpires. At this time, there hasn't been enough study to decide whether this is something the City is interested in on a larger, more frequent scale.

The issue is presented to City Council for their feedback at this time.

Respectfully submitted,



Steven L. Devich
City Manager

SLD:bao

Attachments

Email: Department Directors
Assistant City Manager

CITY OF RICHFIELD, MINNESOTA
Office of City Manager

May 8, 2014

Council Memorandum No. 51

The Honorable Mayor
and
Members of the City Council

Subject: Parks and Events Permit Policy
(Worksession Agenda Item No. 2)

Council Members:

A study session is scheduled on May 13, 2014 at 6:00 p.m. to discuss the proposed parks and events permit policy. The Community Services Commission had been discussing the need to create a policy to manage the number of event requests the City receives for use of public streets and parks.

Staff reported that our current fees were low compared to other Metro area cities and that an increasing amount of permit requests could begin to have a negative impact on public use of parks and to neighborhoods adjacent to events using public streets. In response, the Community Services Commission developed the attached policy and recommends adoption.

Please contact me if you have questions.

Respectfully submitted,



Steven L. Devich
City Manager

SLD:jt

Attachment

Email: Department Directors
Assistant City Manager

**POLICY REGARDING EVENT PERMITS FOR USE OF
PUBLIC STREETS AND/OR PARKS
CITY OF RICHFIELD**

Introduction

It is the purpose of this policy to define guidelines for individuals or organizations to conduct events on public streets in Richfield, and/or to conduct an event using portions of a park outside of the posted rental areas.

Permit Applications

Individuals or organizations requesting to conduct an event on public streets and/or in parks outside of posted rental areas must complete a permit application and remit payment of application fee in the amount of \$200. The permit fee is refundable in full if the permit request is denied. If the applicant demonstrates a considerable amount of green practices in conducting their event, the applicant will be refunded \$100 off the permit application fee as incentive.

Permit applications must be received at least 60 days from the date of the event. Permit applications submitted in less than 60 days before the date of the event will not be considered. Permit Applications will be reviewed by staff within 14 days of receipt.

Permit Applications are available to the public via the City's web-site. In addition, a permit FAQ sheet will be provided on the City of Richfield website to answer frequently asked questions.

Event Permits For Use of Public Streets and/or Parks

Individuals or organizations conducting an event on public streets and/or in parks must have in their possession a signed Event Permit for Use of Public Streets and/or Parks during the event.

Permit Fees

Permit Application Fee	\$200	Payable upon submission of application
Green Practices Discount	\$100	Dependent upon staff approval
Park Trail Fee	\$175	For events that use park trails
Event Fee	\$1	per registered participant
Public Safety Personnel	Varies	For events requiring public safety personnel
Shelter Rental	Varies.	All events using parks must rent all shelters present at advertised rates.

Permit and Event Guidelines

Permit Guidelines:

- The maximum number of permits granted for events on public streets shall not exceed one event per month with no back to back calendar weekends (city events are exempt).
- The maximum number of permits granted for events in parks outside of posted rental areas shall not exceed one event per month with no back to back calendar weekends (city events are exempt).
- Courses for events on public streets can only be used one time per year.
- Event permits on public streets are only issued from May to mid-November.

Event Requirements:

- All events on public streets and/or parks must have the ability to pre-register participants. Applicants must show on promotional materials that no event day registrations are accepted.
- Maximum participant capacity for events on public streets is 350 per event.

- Maximum participant capacity for events in parks outside of posted rental areas will be determined by staff.
- Low-impact routes that stay in parks are encouraged.
- Green practices (recycling and composting) are strongly encouraged.
- The City of Richfield reserves the right to deny permits for future events.
- One (1) portable toilet is required per 125 people.
- Arrangements must be made for parking, waste, and recycling/compost (if needed).
- Sufficient staffing and/or volunteers must be provided (minimum of 20).
- No permanent signs and markings can be used during the event including paint.

Application Requirements:

- The applicant must submit map of proposed route in advance of event date.
- The applicant must submit event promotional materials in advance of event date.
- Plans for both inclement weather and medical aid must be provided on the permit application.
- Course maps and descriptions must be provided and placement of stop signs and safety cones (if needed).
- A food sales disclosure is required if selling or distributing food at the event.
- Applicant must submit proof of insurance (million dollar limits minimum).

Approved: _____

James Topitzhofer, Recreation Services Director



CITY COUNCIL MINUTES

Richfield, Minnesota

Special City Council Worksession

April 22, 2014

CALL TO ORDER

The meeting was called to order by Mayor Goettel at 5:45 p.m. in the Bartholomew Room.

Council Members Present: Debbie Goettel, Mayor; Sue Sandahl; Edwina Garcia; Pat Elliott; and Tom Fitzhenry.

Staff Present: Mike Eastling, Acting City Manager; Jeff Pearson, Transportation Engineer; and Cheryl Krumholz, Executive Coordinator.

Item # 1	DISCUSSION REGARDING CROSSTOWN GATEWAY TEXT (COUNCIL MEMO NO. 43)
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Acting City Manager Eastling requested clarification on the tagline language to include on the Crosstown Gateway monument signs to be constructed by MnDOT at the entrances to the City on Penn, Lyndale, Nicollet and Portland Avenues. MnDOT is finalizing the plans for the project that will be used for the construction. The conflicting language direction is between 'Minnesota's First Suburb' and 'The Urban Hometown'.

The City Council direction was to proceed with 'The Urban Hometown'.

Item # 2	DISCUSSION REGARDING I-494/I-35W INTERCHANGE VISION LAYOUT DEVELOPMENT (COUNCIL MEMO NO. 44)
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Transportation Engineer Pearson stated MnDOT representatives were in attendance to provide an update on the progress on the interchange layout development study. This is presented for review and comment by the City Council prior to the scheduled April 28, 2014 project open house.

April Crockett, MnDOT; John Griffith, MnDOT; Jeff Rhoda, SEH (MnDOT consultant); and Charles Carlson, Metro Transit, presented the developed concepts for the interchange and transit way.

ADJOURNMENT

The meeting was adjourned by unanimous consent at 6:25 p.m.

Date Approved: May 13, 2014

Debbie Goettel
Mayor

Cheryl Krumholz
Executive Coordinator

Mike Eastling
Acting City Manager



CITY COUNCIL MINUTES

Richfield, Minnesota

Special Concurrent City Council and Housing and Redevelopment Authority Worksession

April 22, 2014

CALL TO ORDER

The meeting was called to order by Chair Sandahl at 6:07 p.m. in the Bartholomew Room.

Council Members Present: Debbie Goettel, Mayor; Pat Elliott; Sue Sandahl; Edwina Garcia; and Tom Fitzhenry.

HRA Members Present: Sue Sandahl, Chair, Doris Rubenstein; and Debbie Goettel.

HRA Members Absent: David Gepner and Mary Supple.

Staff Present: Karen Barton, Acting City Manager/HRA Executive Director; and Cheryl Krumholz, Executive Coordinator.

Item #1

DISCUSSION REGARDING LYNDALE GARDENS PROJECT UPDATE (COUNCIL MEMO 45/HRA MEMO NO. 19)

Colleen Carey, President of The Cornerstone Group, provided an update on the Lyndale Gardens Project, including financing and the construction schedule.

ADJOURNMENT

The meeting was adjourned by unanimous consent at 6:55 p.m.

Date Approved: May 13, 2014.

Debbie Goettel
Mayor

Cheryl Krumholz
Executive Coordinator

Karen Barton
Acting City Manager/HRA Executive Director



CITY COUNCIL MEETING MINUTES Richfield, Minnesota

Regular Meeting

April 22, 2014

CALL TO ORDER

The meeting was called to order by Mayor Goettel at 7:00 p.m.

Members Present: Debbie Goettel, Mayor; Sue Sandahl; Pat Elliott; Edwina Garcia; and Tom Fitzhenry.

Staff Present: Mike Eastling, Acting City Manager; Karen Barton, Assistant Community Development Director; Jeff Pearson, Transportation Engineer; Mary Tietjen, City Attorney; and Cheryl Krumholz, Executive Coordinator.

OPEN FORUM

Suzanne Scholljegerdes, 6301 Dupont Avenue, requested clarification on the interpretation of the City Code related to obtaining a multi-pet license.

City Attorney Tietjen explained she was familiar with the situation and would follow up with Ms. Scholljegerdes.

PLEDGE OF ALLEGIANCE

Mayor Goettel led the audience in the Pledge of Allegiance.

APPROVAL OF MINUTES

M/Sandahl, S/Elliott to approve the minutes of the (1) Special City Council Meeting of April 8, 2014; (2) Special Concurrent City Council and Planning Commission Worksession of April 8, 2014; and (3) Regular City Council Meeting of April 8, 2014.

Motion carried 5-0.

Item #1

PRESENTATIONS FROM VARIOUS NON-PROFIT ORGANIZATIONS THAT PROVIDE SOCIAL SERVICES TO THE CITY OF RICHFIELD:

- MIRA – JACKIE FARRELL AND ROSA RUBIO
- THE FAMILY PARTNERSHIP – MARIA ZAVALA
- TRAIL – MICHELLE VEITH
- CORNERSTONE – SUSAN NEIS

The presentations were made. Mayor Goettel announced the presentation from Cornerstone will be a future meeting.

Item #2	PRESENTATION OF THE 2013 FOOD SAFETY AWARDS BY THE RICHFIELD ADVISORY BOARD OF HEALTH (COUNCIL MEMO NO. 46)
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Erin Rykken and Kirsten Johnson, Advisory Board of Health Co-chairs, presented the awards.

Item #3	COUNCIL DISCUSSION <ul style="list-style-type: none">• Hats Off to Hometown Hits
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Council Member Sandahl announced the open house on April 28 regarding the I-35W/I-494 Interchange Layout Development Study.

Council Member Sandahl announced the Unity in the Community event on May 13.

Council Member Fitzhenry provided a Noise Oversight Committee update.

10. Mayor Goettel announced the SHORE, Richfield event at the Lyndale Gardens site on May

Council Member Garcia announced the City-wide garage sale on May 15-17.

Council Member Garcia announced the Richfield High School Job Fair on May 29.

Item #4	COUNCIL APPROVAL OF AGENDA
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M/Sandahl, S/Elliott to approve the agenda.

Motion carried 5-0.

Item #5	CONSIDERATION OF THE PRELIMINARY LAYOUT (CONCEPT 2 ALTERNATIVE) FOR THE PORTLAND AVENUE RECONSTRUCTION PROJECT AS RECOMMENDED BY THE TRANSPORTATION COMMISSION S.R. NO. 79
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Mayor Goettel presented Staff Report No. 79.

Transportation Engineer Pearson reviewed the elements of the proposed design concept of on-street bicycle lanes with sidewalks and multi-use trail.

M/Goettel, S/Sandahl to approve the preliminary layout (Concept 2 alternative) for the Portland Avenue Reconstruction Project as recommended by the Transportation Commission.

Motion carried 5-0.

Mr. Pearson announced the 66th Street reconstruction project open house on May 1 at Wood Lake Nature Center.

Item #6	CITY MANAGER'S REPORT
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None.

Item #7	CLAIMS AND PAYROLLS
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M/Fitzhenry, S/Sandahl that the following claims and payrolls be approved:

U.S. Bank		04/22/14
A/P Checks: 230330-230691	\$	1,225,187.20
Payroll: 100483-100802	\$	547,081.33
TOTAL	\$	1,772,268.53

Motion carried 5-0.

OPEN FORUM

None.

ADJOURNMENT

The City Council meeting was adjourned by unanimous consent at 7:51 p.m.

Date Approved: May 13, 2014

Debbie Goettel
Mayor

Cheryl Krumholz
Executive Coordinator

Mike Eastling
Acting City Manager

CITY OF RICHFIELD, MINNESOTA
Office of City Manager

May 8, 2014

Council Memorandum No. 52

The Honorable Mayor
and
Members of the City Council

Subject: Miss Richfield Ambassador Recognition
(Council Agenda Item No. 1)

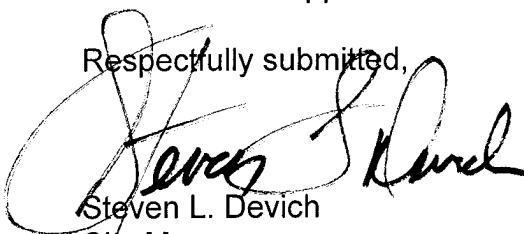
Council Members:

This year there are nine candidates for Miss Richfield Ambassador. Currently, there are no candidates for Richfield Junior Ambassador. The deadline for Junior Ambassadors has been extended to May 7. However, according to the Ambassador Committee Chair, if no applications are received then the program will have to proceed without Junior Ambassadors this year. The coronation is scheduled for Saturday, July 5 at 6 p.m. in the Richfield High School auditorium.

The attached biographies were provided by the Richfield Ambassador Committee.

Certificates of Appreciation will be presented at the May 13, 2014 City Council meeting.

Respectfully submitted,



Steven L. Devich
City Manager

SLD:tjs
Attachment
E-mail: Department Directors
Assistant to the City Manager

2013-2014 Richfield Junior Ambassadors

Jacqueline Castro - Jackie is second-grader at Richfield STEM School. She is the daughter of Yanet Moreno and a sister to Alexander and Allan.

Jackie's favorite ambassador event was the Jesse James Day Parade because she was able to watch a historical reenactment! Jackie is thankful for the opportunity to be an ambassador because she went to many unique cities and met new people.

Outside of the ambassador program, Jackie is involved in acting and gymnastics. When she grows up, Jackie wants to be a nurse and have a side job as an actress!

Jayla Inthasone - Jayla is a first-grader at Richfield STEM School. She is the daughter of Johnny Inthasone and Maliena Phongoudom. She has two siblings, Johnny and Isabella.

Jayla's favorite ambassador event was the Anoka Halloween Parade because she dressed up as an oompa loompa! Jayla is happy that she was able to be a part of the ambassador program because she learned to be more outgoing.

Outside of the ambassador program, Jayla plays soccer. When she grows up, Jayla wants to be a doctor because she wants to help people be healthy.

2013-2014 Richfield Ambassadors

Cherish Kovach - Cherish is senior at Richfield High School where she is enrolled as a post-secondary student at Normandale Community College. This June, she will be graduating with both a high school diploma and an associate's degree. She is the daughter of Michael and Judy Kovach. She also has two sisters, Alyssa and Autumn. At RHS, Cherish is the captain of the Girls Cross Country team and is a student representative on the Richfield School Board. This year she participated in the Distinguished Young Woman Scholarship Program at both the local and state level.

Cherish's favorite ambassador event was the Rockford River Days Festival because she was able to go on rides with her crown and gown on! She values her time spent in the ambassador program because she learned to be the best person she can be and to represent herself positively. This July, Cherish will continue as Richfield's representative at the Minneapolis Aquatennial.

This fall, Cherish will be attending Augsburg College to pursue a degree in international business and marketing. She also hopes to study abroad and work as an intern at Target Corporation. Ultimately, Cherish hopes to work for an international firm that allows her to travel. She also plans to start a family and stay involved with the Richfield Ambassador Program.

Deepika Pokharel - Deepika is the daughter of Babu and Sharada Pokharel. She is a sister to Bishwa and Bishwo. She is currently a senior at Richfield High School. Next year, Deepika will be attending the College of St. Olaf to study computer science and actuarial science. Deepika hopes to one day become a computer software engineer.

During her time in high school, Deepika was very involved. She participated in tennis, Lego, theater, and numerous activities in the Nepali community.

Deepika truly believes that the ambassador program helped her to become a better leader. Beyond that, she was able to further develop her skills in public speaking and etiquette. Deepika's favorite ambassador memory was the Rockford River Days festival because she had fun going on rides with her crown and dress on. Deepika is thankful to have been selected as an ambassador because it is one of her greatest accomplishments thus far.

Brandi Haar - Brandi is a senior at Richfield High School. She is the daughter of Ray Haar III and Robin Jacobson. She is a sister to Ray Haar IV. At Richfield High School, Brandi participates in theatre year round as well as plays the flute in the school band.

After graduation, Brandi will be attending Gustavus Adolphus College to pursue a degree in biology, with minors in French and neuroscience. One day, Brandi hopes to have a nice job, big house, and wonderful family.

Brandi's favorite ambassador memory was any event that involved food. Specifically, she had a great time at the North Hudson Pepper Fest's spaghetti eating contest and the Cokato Corn Festival, where she ate four ears of corn with braces!

The ambassador program has taught Brandi how to be more outgoing and how to hold a conversation with a complete stranger. Brandi is thankful for the opportunity the ambassador program has given her and her fellow ambassadors to grow into beautiful young ladies.

2014-2015 Richfield Ambassador Candidates

Abby Knipp is a junior at Richfield Senior High School. Here she participates on the Tapaires dance team and is proud to be team captain. Along with school dance, she also participates on a studio team with Just for Kix. Abby is a strong student and is proud to maintain her high grades while taking AP and College in the Schools courses. One day she hopes to attend college out east and plans to study abroad in either Spain or England. Abby is sponsored by Richfield Bloomington Credit Union.

Kawsar Yusuf, sponsored by The Cornerstone Group, is a junior at Richfield Senior High School. Kawsar recently came back from studying in Kenya for a year. During her time in Kenya, she was a part of the school track team, a member of student council, and studied Swahili to become fluent in her 3rd language. Kawsar is passionate about human rights and she plans to pursue this passion by attending the University of Minnesota to study International Relations and one-day work with the United Nations.

Rachel Whitaker, a junior at Richfield Senior High School, is involved with many groups and volunteer activities in the community. Her biggest passion is music. She sings in the adult choir at church and in the Honors Choir at school. Outside of singing, she loves to play hockey, spend time with family and friends and enjoy a good book or movie. After graduating high school, she plans to attend a four-year university and pursue a career as a nurse or an occupational therapist. She is proud to be sponsored by Xcel Energy.

Nicola Beilman is a junior at Richfield Senior High School. She is a participant in a variety of activities, including swimming, theatre, choir, and student government. Outside of school, she serves as a Park Square Theatre Ambassador, an Olympic Style Swimming Assistant Instructor and enjoys taking vocal and piano lessons. As for her career goals, she is torn between her artistic side and her analytical side as she plans to either study acting or neuroscience. Westrum's Quality Foods is happy to sponsor Nicola.

Leah Boldt, sponsored by Murdoch Orthodontics, is a junior at Richfield Senior High School. Her biggest passion is swimming and she is very proud to have qualified for the State Tournament multiple times for synchronized swimming and for swimming and diving. Leah loves living an active lifestyle. She enjoys fishing, snowmobiling, water skiing, wake-boarding, running and biking. She plans to continue on to a 4-year university after high school and become a biochemical engineer.

Hannah Springer is a junior at Richfield Senior High School. She is strong student and she is proud to be in the top 10 of her class. Her future plans include attending her dream school, The Air Force Academy. She would love to pursue her dream of a career in aviation while also serving her country. Her biggest passion is soccer. She has been playing since she was 6 years old and she is honored to represent her team as captain. Hannah is sponsored by TCF Bank.

Samantha Rollay is a junior at Richfield Senior High School. She is actively involved in her community through Church and School. At school, she participates in competitive and synchronized swimming. Samantha is interested in studying history and writing, which she plans to study at college. Eventually, she wants to use her degree and pursue her dream of working at the Smithsonian in Washington D.C. The Academy of Holy Angels proudly sponsors Samantha.

Ibelizet Dominguez, sponsored by Minnesota School of Business, is a junior at Richfield Senior High School. She is very passionate about volunteering and participates on the high school tennis team. One of her dreams in life is to join the Peace Corps so she can travel the world and help those in need. Ibelizet also plans on attending a 4-year University to pursue a career in Dentistry.

Jennifer Hernandez is a junior at Richfield Senior High School. She is a proud member of Latinas Unidas, which is a volunteer community program much like Girl Scouts for young Latina ladies. After graduating from Richfield High, Jennifer plans to attend a 4-year University and earn a degree in dermatology. The Richfield Foundation is happy to sponsor Jennifer during her candidacy.



AGENDA SECTION: CONSENT
AGENDA ITEM # 6A
REPORT # 80

STAFF REPORT

CITY COUNCIL MEETING

MAY 13, 2014

REPORT PREPARED BY:

JAY HENTHORNE, DEPUTY
DIRECTOR/DEPUTY CHIEF

NAME, TITLE

DEPARTMENT DIRECTOR REVIEW:



[Signature]

SIGNATURE

OTHER DEPARTMENT REVIEW:



N/A

REVIEWED BY CITY MANAGER:



[Signature]

SIGNATURE

ITEM FOR COUNCIL CONSIDERATION:

Council approval of attached resolution authorizing acceptance of JAG funds.

I. RECOMMENDED ACTION:

By Motion: Approve the attached resolution allowing Richfield Department of Public Safety to accept grant monies from the U.S. Department of Justice, Office of Justice Programs, the Justice Assistance Grant (JAG) Program.

II. EXECUTIVE SUMMARY

The Richfield Police Department receives annual Justice Assistance Grants (JAG) from the Department of Justice. Several Hennepin County municipalities receive these grants. The Cities of Bloomington, Brooklyn Center, Brooklyn Park, and Minneapolis all receive grant funding. The JAG Grants are administered through Hennepin County, Office of Administration. The City of Richfield has been awarded \$10,240. This money will be used to start replacing the rifles that are issued to the Police squad cars. Grant funding is based on Federal reporting of crime statistics as they relate to the ratio of citizens within the individual communities.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

- The patrol rifles have been in the squad cars for approximately 14 years. The rifles are experiencing malfunctions with ammunition and having the magazines seat properly in the weapons. The weapons are at their end of life cycle for patrol use. New rifles need to be purchased in order to provide officers with reliable weapons for patrol use.
- The Public Safety Department has been informed that additional funds will be made available to the department as part of the Edward Byrne Memorial Justice Assistance Grant (JAG). The grant allows states, tribes and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions.
- Notification was received that the City of Richfield was approved to receive \$10,240 from the JAG Grant for 2014.

B. POLICY

- Public Safety does not accept financial support unless it is designated for a specific program that will affect the department as a whole.
- The grant money will be used by Public Safety for training and purchasing of equipment.
- Minnesota Statute 465.03 requires that every acceptance of a grant or devise of real or personal property on terms prescribed by the donor be made by resolution of more than two-thirds majority of the City Council.
- The Administrative Services Department issued a memo on November 9, 2004 requiring that all grants and restricted donations to departments be received by resolution and by more than two-thirds majority of the City Council in accordance with Minnesota Statute 465.03.

C. CRITICAL TIMING ISSUES

- The grant money will be used by Public Safety for purchasing equipment.

D. FINANCIAL

- Five percent (5%) or \$512 of the total \$10,240 has been removed as approved by the administrator of the grant for administrative costs. Richfield Public Safety will receive \$9,728.

E. LEGAL

- N/A

F. ENVIRONMENTAL CONSIDERATIONS

- N/A

IV. ALTERNATIVE RECOMMENDATION(S)

- Council could disapprove of the acceptance of the grant monies and the funds would have to be returned.

V. ATTACHMENTS

- Resolution No. ____

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- None

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC SAFETY/POLICE TO
ACCEPT THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
FOR \$10,240 FROM THE OFFICE OF JUSTICE PROGRAMS TO BE USED FOR
REPLACING THE SQUAD CAR RIFLES CURRENTLY USED BY RICHFIELD POLICE
DEPARTMENT OFFICERS**

WHEREAS, Richfield Police has been approved by the U.S. Department of Justice to participate in funds made available to several Hennepin County departments through the Edward Byrne Memorial Justice Grant (JAG); and

WHEREAS, Richfield is scheduled to be awarded \$10,240 to be used as designated by the grant agreement which mandates that the funds be used for law enforcement related programs and or equipment; and,

WHEREAS, Richfield has agreed that Hennepin County will serve as the fiscal agent on behalf of the Cities of Bloomington, Brooklyn Center, Brooklyn Park, Minneapolis and Richfield; and,

WHEREAS, in accordance with the agreement, five percent (5%) (\$512) of the total amount (\$10,240) has been set aside for costs associated with administering the JAG funds.

WHEREAS, Richfield Police has designated \$9,728 for the purchase of new Police squad rifles; and,

NOW, THEREFORE, BE IT RESOLVED that the City of Richfield, Public Safety Department will accept funds designated for police programs and equipment in accordance to and as listed above.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of May, 2014.

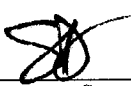
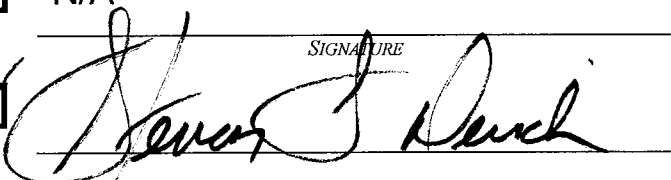
Debbie Goettel, Mayor

ATTEST:

Nancy Gibbs, City Clerk



STAFF REPORT
CITY COUNCIL MEETING
MAY 13, 2014

REPORT PREPARED BY:	JESSE SWENSON, ASST. HR MANAGER
	<small>NAME, TITLE</small>
DEPARTMENT DIRECTOR REVIEW:	<input checked="" type="checkbox"/> 
	<small>SIGNATURE</small>
OTHER DEPARTMENT REVIEW:	<input type="checkbox"/> N/A
	<small>SIGNATURE</small>
REVIEWED BY CITY MANAGER:	<input checked="" type="checkbox"/> 
	<small>SIGNATURE</small>

ITEM FOR COUNCIL CONSIDERATION:
Resolution authorizing the City to affirm the monetary limits on statutory municipality tort liability.

I. RECOMMENDED ACTION:
By Motion: Adopt a resolution authorizing the City Council to affirm the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.

II. EXECUTIVE SUMMARY

The City purchases its insurance from the League of Minnesota Cities Insurance Trust (LMCIT). Each year, the City must either affirm or waive its statutory limits of liability by July 1st. After reviewing cost considerations measured against potential risk, the City has, historically, affirmed the liability limits which are \$500,000 for an individual claimant and \$1,500,000 per occurrence. Staff is recommending the same course of action for the current period.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

A requirement of insurance coverage through the LMCIT is an annual affirmation or waiver of statutory limits of liability.

The current statutory limits of liability for Minnesota cities are \$500,000 for an individual claimant and \$1,500,000 per occurrence. Cities can waive these limits to allow an individual claimant to recover more than \$500,000, up to the \$1,500,000 per occurrence limit, if excess liability insurance is purchased. However, the cost of excess liability insurance continues to be very expensive. An additional \$1,000,000 of coverage would cost the City approximately \$65,000 annually.

Slightly more than half of the cities in Minnesota do not waive its limits of liability.

B. POLICY

- The State Statute establishes liability limits for cities and the current level is \$1,500,000, which appears to be a reasonable limit.
- Historically, the majority of municipalities in Minnesota do not waive the monetary limits on municipality tort liability as was established by Statutes 466.04.
- The Council could waive its statutory limits in future years if a decision was made to do so.
- The City Council may also wish to further consider purchasing excess liability in the future. If this is the case it may be purchased at any point in the future.

C. CRITICAL TIMING ISSUES

- The City's insurance policy with the League of Minnesota Cities Insurance Trust will renew on July 1, 2014. This action must be completed on, or before that time.

D. FINANCIAL

- The City has historically not purchased excess liability coverage because of the cost of such coverage. The annual premium for \$1 million of coverage would be between \$65,000 and \$75,000 if the City decided to waive its liability limits.

E. LEGAL

- The tort liability limits established by Minnesota Statutes have protected cities, historically, and no Minnesota court has ever established a monetary award in excess of the statutory limits against a municipality.
- Each city must annually decide whether the city would voluntarily waive the statute for both the single claims and each occurrence limit.

F. ENVIRONMENTAL CONSIDERATIONS

- N/A

IV. ALTERNATIVE RECOMMENDATION(S)

- If the Council feels that any single claimant should receive more than the \$500,000 limit, the Council could elect to waive the statutory monetary limits.
- If the Council feels that the \$1,500,000 per occurrence limit is not adequate, the City could purchase excess liability coverage.

V. ATTACHMENTS

- Resolution.

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- None.

RESOLUTION NO.

**RESOLUTION AFFIRMING MUNICIPAL TORT LIABILITY LIMITS ESTABLISHED BY
MINNESOTA STATUTES 466.04**

WHEREAS, Minnesota Statute 466.04 provides for Municipal tort liability limits for Minnesota cities; and

WHEREAS, the League of Minnesota Cities Insurance Trust has asked that each city review the tort liability limits and determine if the respective city would choose to waive its limits; and

WHEREAS, such decision to affirm or waive the tort liability limits must be filed with the League of Minnesota Cities Insurance Trust at the insurance renewal date.

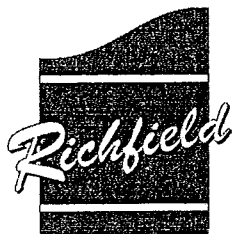
NOW, THEREFORE, BE IT RESOLVED that the City Manager is directed to report to the League of Minnesota Cities Insurance Trust that the Richfield City Council does not waive the monetary limits on the municipal tort liability established by Minnesota statutes 466.04.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of May, 2014.

Debbie Goettel, Mayor

ATTEST:

Nancy Gibbs, City Clerk



STAFF REPORT
CITY COUNCIL MEETING
MAY 13, 2014

REPORT PREPARED BY:	CHRIS LINK, OPERATIONS SUPERINTENDENT <small>NAME, TITLE</small>
DEPARTMENT DIRECTOR REVIEW:	<input checked="" type="checkbox"/> <u>MJE</u> <small>SIGNATURE</small>
OTHER DEPARTMENT REVIEW:	<input checked="" type="checkbox"/> <u>N/A</u> <small>SIGNATURE</small>
REVIEWED BY CITY MANAGER:	<input checked="" type="checkbox"/> <u>[Signature]</u> <small>SIGNATURE</small>

ITEM FOR COUNCIL CONSIDERATION:

Consideration of a resolution authorizing a partnership agreement between the City of Richfield and the Minnesota Department of Transportation (Mn/DOT) for the purchase/storage of salt.

I. **RECOMMENDED ACTION:**
By Motion: Approve the attached resolution authorizing the partnership agreement between the City of Richfield and the Minnesota Department of Transportation (Mn/DOT) for the purchase/storage of salt until June 30, 2018. (Mn/DOT Contract no. 04565)

II. **EXECUTIVE SUMMARY**

The City of Richfield currently does not own/operate a salt storage facility and the original salt purchasing agreement with Mn/DOT has expired. Entering into these types of partnerships has allowed the City to:

- Build a Maintenance Facility without a large salt storage area
- Show good public relations looking for more efficient and cost effective ways to provide services
- Reduce potential for additional pollution problems.

This agreement was in-place before the construction of the new Public Works Facility.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

- The City of Richfield does not have an adequate salt storage facility for yearly ice control operations.
- The original agreement with Mn/DOT has expired
- The proximity to the Maintenance Facility is ideal for City of Richfield ice control operations.

B. POLICY

- The City participates in a joint purchasing agreement with the State of Minnesota and Mn/DOT
- The State of Minnesota solicits bids for all the participants in the joint purchase agreement.

C. CRITICAL TIMING ISSUES

- The City of Richfield does not have adequate salt storage at the Public Works Maintenance Facility

D. FINANCIAL

- State and City staff will meet annually to determine the approximate cost of salt for the next 12 month period.
- Salt costs will include the price of salt and handling fees
- Funding for salt is included in the annual Street Division operating budget.

E. LEGAL

- When the purchase of merchandise, materials, equipment, or construction exceeds \$100,000, authority to purchase shall be submitted to the City Council for consideration.
- The City Attorney has reviewed this agreement

F. ENVIRONMENTAL CONSIDERATIONS

- Sharing salt storage facilities reduces the opportunity for chloride pollution problems.

IV. ALTERNATIVE RECOMMENDATION(S)

- Council could choose to discontinue the partnership agreement with Mn/DOT

V. ATTACHMENTS

- Resolution
- Partnership Agreement

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- None

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ENTER INTO
MN/DOT PARTNERSHIP AGREEMENT NO. 04565 WITH THE MINNESOTA
DEPARTMENT OF TRANSPORTATION FOR THE PURCHASE/STORAGE OF
SALT UNTIL JUNE 30, 2018**

WHEREAS, the Public Works Maintenance Facility has limited space for salt storage; and

WHEREAS, the Minnesota Department of Transportation, Cedar Avenue Truck Station is conveniently located next to the City of Richfield Maintenance Facility and has adequate storage space for both agencies.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Richfield hereby authorizes the Mayor and the City Manager to enter into Partnership Agreement No. 04565 between the City of Richfield and the Minnesota Department of Transportation for purchase/storage of salt until June 30, 2018.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of May, 2014.

Debbie Goettel, Mayor

ATTEST:

Nancy Gibbs, City Clerk

**PARTNERSHIP AGREEMENT BETWEEN
MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
City of Richfield
FOR
Salt Purchase**

This Agreement is between the State of Minnesota Acting through its Commissioner of Transportation (“State”) and City of Richfield (“Other Party/Local Government”) located at: 6700 Portland Ave, S. Richfield MN 55423

Recitals

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties wish to cooperatively provide the City with purchasing salt and access to the Cedar Ave. Truck station and the State wishes to provide the City with salt and access to the Cedar Ave truck station.
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

Agreement

1. **Term of Agreement; Exhibits**
 - 1.1 **Effective date.** This Agreement will be effective upon execution and approval by the appropriate State and Other Party/Local Government officials pursuant to Minnesota law.
 - 1.2 **Expiration date.** This Agreement will expire on June 30, 2018, unless terminated earlier pursuant to Article 10.
 - 1.3 **Exhibits.** Exhibit A is attached and incorporated into this agreement.
2. **Scope of Work and Responsibilities of Each Party.** The State will provide the City with salt from the State’s stock pile at the Cedar Ave truck station (612-970-2802), 1900 East 66th St Richfield MN 5542. If the State is not actively working on any particular day, the gate to the truck station salt stock pile will be locked and no product will be available to the City. The City may call in advance to make arrangements for material.
 - 2.1 **State responsibilities.** State will include all costs itemized in Exhibit A and the following:
 - 2.1.1 Purchase salt materials to applicable laws and specifications. The State estimates the City’s usage at 1,500 tons annually, any change to this agreement will be done by amendment.
 - 2.1.2 Provide State loader. Equipment needed to perform the work, at its rental rate as established by the State.
 - 2.1.3 Provide a State equipment operator. Actual salary costs incurred by the State, at the normal rate of pay plus reasonable and customary labor additives. The State must, upon request of the City, provide documentation showing a breakdown of costs claimed for reimbursement.

- 2.1.4 Provide a log book for the purpose of recording the quantity of material used.
- 2.1.5 Meet with the City at least annually to verify salt usage, estimate future needs and confirm any adjustments.

2.2 ***Other Party/Local Government responsibilities.*** Other Party/Local Government will:

- 2.2.1 Take a minimum of 500 tons and a maximum of up to its annual estimated usage of salt materials from the site. Obtain State's prior approval if taking more than the estimated usage quantity from the site.
- 2.2.2 The City will be invoiced for 1,500 tons of salt upon execution of this contract and process payment upon receiving invoice and both parties will reconcile under /overage on about May 15, 2014.
- 2.2.3 Take reasonable safety, security and environmental protection measures at the site and comply with State's regulations.
- 2.2.4 The City will maintain a small stock pile on their property for use when the State is not on duty.
- 2.2.5 Meet with the State at least annually to verify usage, estimate future needs and confirm any adjustments.

3. **Authorized Representatives**

- 3.1 ***Each party's Authorized Representative*** is responsible for administering this Agreement and is authorized to give and receive any notice required or permitted under this Agreement.

3.2 ***State's Authorized Representative*** is

Name: Mark Fischbach or his/her successor.
Title: Clear Roadways Superintendent
MnDOT - Operations/ Metro District
Street Address: 1500 West Co. Rd. B2 MS 250
City State Zip: Roseville MN 55113
Telephone: 651-234-7907
Email: mark.fischbach@state.mn.us

3.3 ***Other Party/Local Government 's Authorized Representative*** is:

Name: Chris Link or his/her successor.
Title: Operations Superintendent
Other Party/Local Gov't Name: Other Party/Local Gov't Name:
Gov't Name:
Billing Address: 6700 Portland Ave. S
City State Zip: Richfield MN 55423
Street Address: 6700 Portland Ave. S
City State Zip: Richfield MN 55423
Telephone: 612-861-9174
Email: clink@cityofrichfield.org

4. **Terms of Payment**

- 4.1 State will invoice Other Party/Local Government as follows: upon execution of this agreement.
- 4.2 The Other Party/ Local Government will make payment to the order of the Commissioner of Transportation.
IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER"
SHOWN BELOW AND AT THE TOP OF THIS CONTRACT. Remit payment to the address below:

MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number (04565) and Invoice # (TBD)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

- 4.3 The City's total obligation for all compensation and reimbursements to the State will not exceed \$122,276.08.

4. **Liability**

- 4.1 Each party is solely responsible for its own acts or omissions associated with the maintenance operations covered by this Agreement. The liability of the state is governed by Minnesota Statutes §3.736 and the city by Minnesota Statute Chapter 466.

5. **Audit:** Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the City relevant to this Agreement are subject to examination by State and the Legislative Auditor for a minimum of six years.

6. **Jurisdiction and Venue:** Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Ramsey County, Minnesota.

7. **Government Data Practices:**

The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either of the parties.

8. **Assignment and Amendments**

- 8.1 *Assignment.* Neither party may assign nor transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2 *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Agreement, or their successors in office.

9. **Waiver; Contract Complete**

- 9.1 *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.
- 9.2 *Contract Complete.* This contract contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

10. **Termination** This Agreement may be terminated by either party, with or without cause, upon 180 days written notice to the other party

[The remainder of this page has been intentionally left blank. Signature page follows.]

OTHER PARTY/LOCAL GOVERNMENT

The Other Party/Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Other Party/Local Government as required by applicable articles, bylaws, resolutions or ordinances.

COMMISSIONER OF TRANSPORTATION

By: _____
Title _____
: _____
Date _____

By: _____
Title: Division Director
Date _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

COMMISSIONER OF ADMINISTRATION

By: _____
Date: _____
SWIFT
Contract # _____

By: _____
Date _____

SWIFT
Purchase
Order # _____



STAFF REPORT
CITY COUNCIL MEETING
MAY 13, 2014

REPORT PREPARED BY:	CHRIS LINK, OPERATIONS SUPERINTENDENT <small>NAME, TITLE</small>
DEPARTMENT DIRECTOR REVIEW:	<input checked="" type="checkbox"/> <i>MJE</i> <small>SIGNATURE</small>
OTHER DEPARTMENT REVIEW:	<input checked="" type="checkbox"/> N/A <small>SIGNATURE</small>
REVIEWED BY CITY MANAGER:	<input checked="" type="checkbox"/> <i>Steven J. Davis</i> <small>SIGNATURE</small>

ITEM FOR COUNCIL CONSIDERATION:

Consideration of a resolution approving a partnership agreement between the City of Richfield and the Minnesota Department of Transportation (Mn/DOT) for the purchase of gasoline and diesel fuel from Minnesota Department of Transportation (Mn/DOT) and authorizing the Mayor and City Manager to sign the agreement.

I. **RECOMMENDED ACTION:**
By Motion: Approve the attached resolution authorizing the partnership agreement with the State of Minnesota Department of Transportation (Mn/DOT) for the purchase of fuel until June 30, 2018. (Mn/DOT Contract no.04963)

II. **EXECUTIVE SUMMARY**

The City of Richfield currently does not own/operate a fueling station and the original fuel purchasing agreement with Mn/DOT has expired. The City of Richfield relies on partnerships with Hennepin County and Mn/DOT to fulfill this need.

Entering into these types of partnerships has allowed the City to:

- Build a Maintenance Facility without fuel tanks
- Show good public relations looking for more efficient and cost effective ways to provide services
- Reduce potential for additional pollution problems.

Currently the Motor Pool uses about 50,000 gallons of gasoline and 35,000 gallons of diesel fuel per year.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

- The City has the opportunity to enter into a partnership agreement with Mn/Dot at the Cedar Avenue Truck Station for the cost of fuel and applicable taxes plus 12.07% handling fee
- An agreement with Mn/DOT will serve as an additional source for fuel in case of emergencies.

B. POLICY

- The City participates in joint purchasing agreements with the State of Minnesota
- The State of Minnesota solicits bids for all participants in the purchase agreement
- Council approval is required for expenditures over \$100,000.

C. CRITICAL TIMING ISSUES

- The City of Richfield does not own/operate a fueling station
- Multiple sources of fuels are an advantage, especially in emergencies

D. FINANCIAL

- State and City staff will meet annually to determine the approximate cost of fuel for the next 12 month period.
- Fuel costs will include the price of fuel, taxes, and handling fees
- Funding for fuel is included in the annual operating budget for the Central Garage

E. LEGAL

- The City Attorney has reviewed this agreement

F. ENVIRONMENTAL CONSIDERATIONS

- Sharing fueling sites reduces the potential for pollution problems
- The opportunity to purchase fuel from Mn/DOT has allowed the City to construct a Maintenance Facility without fuel tanks.

IV. ALTERNATIVE RECOMMENDATION(S)

- Council could choose not to enter into this partnership agreement.

V. ATTACHMENTS

- Resolution
- Partnership Agreement

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- None

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ENTER INTO Mn/DOT
PARTNERSHIP AGREEMENT NO 04963 WITH THE MINNESOTA DEPARTMENT OF
TRANSPORTATION FOR PURCHASE OF FUEL UNTIL JUNE 30, 2018**

WHEREAS, the City of Richfield does not own/operate a fueling station; and

WHEREAS, the Minnesota Department of Transportation, Cedar Avenue Truck Station is conveniently located next to the City of Richfield Maintenance Facility and has an adequate fueling station for both agencies

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Richfield hereby authorizes the Mayor and the City Manager to enter into Partnership Agreement no 04963 between the City of Richfield and the Minnesota Department of Transportation for purchase of fuel until June 30, 2018.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of May, 2014.

Debbie Goettel, Mayor

ATTEST:

Nancy Gibbs, City Clerk

**PARTNERSHIP AGREEMENT BETWEEN
MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
CITY OF RICHFIELD
FOR
PURCHASE OF FUEL**

This Agreement is between the State of Minnesota acting through its Commissioner of Transportation ("State") and the City of Richfield acting through its City Council ("City").

Recitals

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The State and City are both responsible for maintaining roads in their respective jurisdictions and have a need for fuel; and
3. The City has a maintenance facility near the State's Cedar Avenue truck station; and
4. The City's maintenance facility does not have adequate fuel storage and dispensing capability; and
5. The State has adequate fuel facilities at its Cedar Avenue truck station to serve the needs of both parties and is willing to accommodate the City's fuel needs; and
6. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

Agreement

1. **Term of Agreement; Exhibits**
 - 1.1 **Effective date.** This Agreement will be effective upon execution and approval by the appropriate State and City officials pursuant to Minnesota law.
 - 1.2 **Expiration date.** This Agreement will expire on June 30, 2018 unless terminated earlier pursuant to Article 12.
 - 1.3 **Exhibits.** Exhibit A is attached and incorporated into this Agreement.
2. **Scope of Work and Responsibilities of Each Party.**
 - 2.1 **State responsibilities.** State will:
 - 2.1.1 Provide access to the City to the fueling island at the State's Cedar Avenue truck station, 24 hours a day 7 days a week. When the main access gate is locked, special use vehicles (police; fire) may enter through the southeast security gate. The State will provide up to 10 electronic security gate keys for special use vehicles.

- 2.1.2 Provide fueling access information and identification numbers for all City vehicles and drivers who are authorized to obtain fuel at the Cedar Avenue site. Electronic security gate key information will also be available.
 - 2.1.3 At City's request and no less than monthly, provide electronic records of fuel dispensed to City, including quantities and dates, for both gasoline and diesel.
 - 2.1.4 Maintain fuel composition as determined by the State. Only the State's seasonal specifications for gasoline and diesel will be placed in the storage tanks used by the City. E85 gasoline mixtures will not be dispensed from the shared fuel island.
 - 2.1.5 Promptly notify the City when the fuel island has mechanical or electrical problems that prohibit fueling.
 - 2.1.6 Invoice the City for use of fuel. The State will invoice the price paid when the fuel was delivered. All fuel invoices will include the price of fuel and a material handling fee ("handling fee"). The handling fee is an additive covering the costs associated with handling inventoried items. The handling fee is based upon a rate which the State develops annually. The initial material handling fee for fiscal year 2014 is 12.07%. The handling fee is applied to the price of the fuel including all taxes and delivery charges. The annual handling fee rate may be obtained from State's Office of Financial Management.
- 2.2 ***City's responsibilities.*** City will:
- 2.2.1 Pay for all of the fuel dispensed to the City since September 30, 2013, when MnDOT Agreement 93443-R expired.
 - 2.2.2 Exercise reasonable care when dispensing fuel from the site.
 - 2.2.3 Train City drivers who use the site on proper fueling procedures and on the hazards of fuel spilled on the ground.
 - 2.2.4 Participate in any usage/environmental training provided by the State or use training materials provided by the State. Ensure that City drivers learn and apply the proper procedures to follow in case of a spill.
 - 2.2.5 Provide all City vehicles that use this site with adequate permanent markings such as a City logo.
 - 2.2.6 Train City drivers on how to operate the electronic fuel dispensing system.
 - 2.2.7 Issue electronic security gate keys for police and fire vehicles to appropriate drivers only. Immediately report to the State the loss of any of the security cards. Any replacement cards will be issued at a cost of \$10.00 per card.
 - 2.2.8 Pay all costs arising from willful spillage or other damages by agents of the City.
 - 2.2.9 Promptly pay to State the invoiced amount for costs under this Agreement.

3. **Authorized Representatives**

- 3.1 ***Each party's Authorized Representative*** is responsible for administering this Agreement and is authorized to give and receive any notice required or permitted under this Agreement.
- 3.2 ***State's Authorized Representative*** is
 - Name: Jack PirkI, or his successor.
 - Title: Maintenance Operations Engineer
 - MnDOT - Metro District
 - Street Address: 1500 W. County Road B2, MS 50

City State Zip: Roseville, MN 55113
Telephone: 651-234-7937
Email: jack.pirkl@state.mn.us

3.3 **City's Authorized Representative is:**

Name: Chris Link, or his successor.
Title: Maintenance Supervisor
Other Party/Local City of Richfield
Gov't Name
Street Address: 6700 Portland Avenue S.
City State Zip: Richfield, MN 55423
Telephone: 612-861-9174
Email: clink@cityofrichfield.org

4. **Payment**

- 4.1 State and City will communicate to determine the approximate cost of fuel during the State's fiscal year, ("fiscal year"). Fuel costs will include the price of the fuel, plus taxes, and handling fee (Article 2.1.6). Exhibit A provides an initial estimate of fuel cost based upon the initial price of fuel and the fiscal year 2014 handling fee rate. The price of fuel and handling fee charge in Exhibit A are subject to change as provided in this Agreement.
- 4.2 State will issue fuel invoices on approximately the first working day of every month.
- 4.3 The first invoice will be for an estimated 2 months' average usage.
- 4.4 Subsequent invoices will be for 1 month's average usage.
- 4.5 At the end of the last month of the fiscal year, State will issue a final reconciliation invoice to account for the difference between average usage and actual fuel usage over the fiscal year. The parties may adjust the monthly amount prior to the end of the fiscal year in order to accommodate any substantial price changes.
- 4.6 Subsequent years' invoices will follow the above procedure. The first invoice of the subsequent fiscal year will overlap the final invoice of preceding fiscal year.
- 4.7 If this Agreement is terminated in the middle of a fiscal year, State will promptly issue a final invoice.
- 4.8 Upon receipt of invoices, City will make payment to the order of the Commissioner of Transportation.
- IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN BELOW AND AT THE TOP OF THIS CONTRACT. Remit payment to the address below:**

MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 04963
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

1. **Liability**

- 5.1 Each party is solely responsible for its own acts or omissions associated with the maintenance operations covered by this Agreement. The State's liability is governed by Minnesota Statutes §3.736 and other applicable law. The City's liability is governed by Minnesota Statutes Chapter 466 and other applicable law.
- 5.2 Each party is solely responsible for its own employees for any Workers Compensation claims. An employee of one party will not be considered an employee of the other party for any purpose.

5.3 Both parties agree to comply with all applicable laws, regulations and MnDOT policies concerning the possession, storage, use, handling or generation of any pollutant, contaminant, or hazardous waste, substance or material at the site. Each party is solely responsible for all claims associated with the release or threatened release of any pollutant, contaminant or hazardous waste, substance or material where the release or threatened release is due solely to the negligent or intentional acts or omissions of that party.

2. **Ownership**

The State retains ownership of all property and appurtenances at the Cedar Avenue truck station.

3. **Audit**

Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the City relevant to this Agreement are subject to examination by State and the Legislative Auditor for a minimum of six years.

4. **Jurisdiction and Venue**

Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Ramsey County, Minnesota.

5. **Government Data Practices**

The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either of the parties.

6. **Assignment and Amendments**

10.1 *Assignment.* Neither party may assign nor transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

10.2 *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Agreement, or their successors in office.

11 **Waiver; Contract Complete**

11.1 *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.

11.2 *Contract Complete.* This contract contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

12 **Termination**

This Agreement may be terminated by either party, with or without cause, upon 6 months written notice to the other party.

[The remainder of this page has been intentionally left blank. Signature page follows.]

CITY

The City certifies that the appropriate person(s) have executed the contract on behalf of the City as required by applicable articles, bylaws, resolutions or ordinances.

COMMISSIONER OF TRANSPORTATION

By: _____
Title _____
: _____
Date _____

By: _____
Title: Division Director
Date _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

COMMISSIONER OF ADMINISTRATION

By: _____
Date: _____
SWIFT
Contract # _____

By: _____
Date _____

SWIFT
Purchase
Order # _____



STAFF REPORT
CITY COUNCIL MEETING
MAY 13, 2014

REPORT PREPARED BY:

ELIZABETH FINNEGAN, CIVIL ENGINEER

NAME, TITLE

DEPARTMENT DIRECTOR REVIEW:



MJE

SIGNATURE

OTHER DEPARTMENT REVIEW:



N/A

SIGNATURE

REVIEWED BY CITY MANAGER:



Steven J. Devich

ITEM FOR COUNCIL CONSIDERATION:

Consideration of work proposal from Short Elliott Hendrickson, Inc. (SEH) for engineering services to design the City's sanitary and watermain utilities as part of the 66th Street Reconstruction Project between 16th Avenue and Xerxes Avenue.

I. RECOMMENDED ACTION:

By Motion:

- 1. Approve the hiring of SEH, Inc. to provide engineering services for the design of sanitary and watermain utilities as part of the 66th Street project at a cost not to exceed \$180,000.**

II. BACKGROUND

Consistent with City Council direction, the City's Comprehensive Plan and Capital Improvement Program, staff is working with Hennepin County towards a program to reconstruct the balance of County Roads within the City of Richfield.

In 2012, the County was awarded a federal grant for the reconstruction of 66th Street to be used in 2016.

66th Street Reconstruction

Hennepin County was awarded the federal funds for the reconstruction of 66th Street from 16th Avenue to Xerxes Avenue and will be the lead agency for

preliminary design, final design of the roadway elements, and construction. If the City desires to replace the underground utilities (sewer and water) the City is responsible for providing final design plans to Hennepin County. Staff is recommending SEH, Inc. be hired to complete the utility design on behalf of the City.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

- In 2012, the County was awarded a federal grant for the reconstruction of 66th Street to be used in 2016-2017.
- SEH, Inc. is in the City's Engineering Consultant Pool and is an experienced engineering firm. They have submitted a proposal to provide the City sanitary sewer and watermain design work for the 66th Street Reconstruction Project.
- City Staff negotiated the tasks and the amount of time needed for the tasks. The total contract amount cannot be exceeded without further Council authorization.

B. POLICY

- The reconstruction of 66th Street is identified in the City's Comprehensive Plan (Transportation).
- Council approval is required for expenditures over \$100,000.

C. CRITICAL TIMING ISSUES

- The City will need to provide the plans to the County by the end of 2015.

D. FINANCIAL

- The total estimated cost for the 66th Street proposed work is \$180,000.
- The anticipated funding source is Street Reconstruction Bonds. Alternatively, the work could be funded using Utility Funds.

E. LEGAL

- The City Attorney will be available to answer questions.

F. ENVIRONMENTAL CONSIDERATIONS

- N/A

IV. ALTERNATIVE RECOMMENDATION(S)

- The Council may choose not to approve the work proposal at this time and direct staff on how to proceed.

V. ATTACHMENTS

- 66th Street (CSAH 53) Proposal of Work from SEH, Inc.

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- None anticipated.



Building a Better World
for All of Us®

SUPPLEMENTAL LETTER AGREEMENT

April 30, 2014

RE: City of Richfield, MN
66th Street Water Main and Sanitary
Sewer Reconstruction
SEH No. P-RICHF 126575 10.00

Kristin Asher, PE
City Engineer
City of Richfield
1901 East 66th Street
Richfield, MN 55423-2599

Dear Kristin:

Short Elliott Hendrickson Inc.® (SEH) sincerely thanks you for the opportunity to assist the City of Richfield (City) with the 66th Street Water Main and Sanitary Sewer Reconstruction Project (Project). We will provide our services as described by our task hour budget (THB) enclosed with this Supplemental Letter Agreement to our Agreement for Professional Engineering Services dated February 22, 2011 (Agreement).

Based on the Reconstruction of City-Owned Water Main and Sanitary Sewer Along County Streets Overall Study adjusted to 2014 dollars, the estimated Water Main and Sanitary Sewer reconstruction cost is \$3.14 million. Our proposed not to exceed fee of \$179,913 reported by our THB is 5.7% of the estimated reconstruction cost.

Our not-to-exceed fee includes reimbursable expenses. If the City accepts this Supplemental Letter Agreement, we will bill the City monthly on an hourly basis for our labor and reimbursable expenses to complete our work in the project area described by the enclosed map labeled Figure No. 1.

We will provide the services described by this letter and its enclosures according to our anticipated production schedule given below.

Row No.	Key Milestone Date	Work Item Description
1	May 14, 2014	Notice to Proceed
2	December 2014	Preliminary Design (30%) Complete; Review Meeting
3	June 2015	Final Design (75%) Complete; Review Meeting

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 10901 Red Circle Drive, Suite 300, Minnetonka, MN 55343-9302
SEH is 100% employee-owned | sehinc.com | 952.912.2600 | 800.734.6757 | 888.908.8166 fax

Row No.	Key Milestone Date	Work Item Description
4	January 2016	Bid Document Preparation (90%); Review Meeting
5	March 2016	Plan Submittal for State and Federal Aid
6	April 2016	Bid Document Preparation Complete; Bid Documents online
7	May 2016	Open Bids
8	June 2016	Begin Construction

This Supplemental Letter Agreement, Figure No. 1, the THB, and the Agreement represent the entire understanding between the City and SEH in respect to the project and may only be modified in writing if signed by both parties.

Thanks again for considering using SEH for this Project. In the meantime, please contact me at 952.912.2624 or aditzler@sehinc.com with questions or comments.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Aaron T. Ditzler, PE
Project Manager



Miles Jensen, PE
Client Service Manager

atd

Enclosures

- c: Liz Finnegan, City of Richfield (with enclosures)
Robert Hintgen, City of Richfield (with enclosures)
Miles Jensen, SEH (with enclosures)
Paul Pasko, SEH (without enclosures)

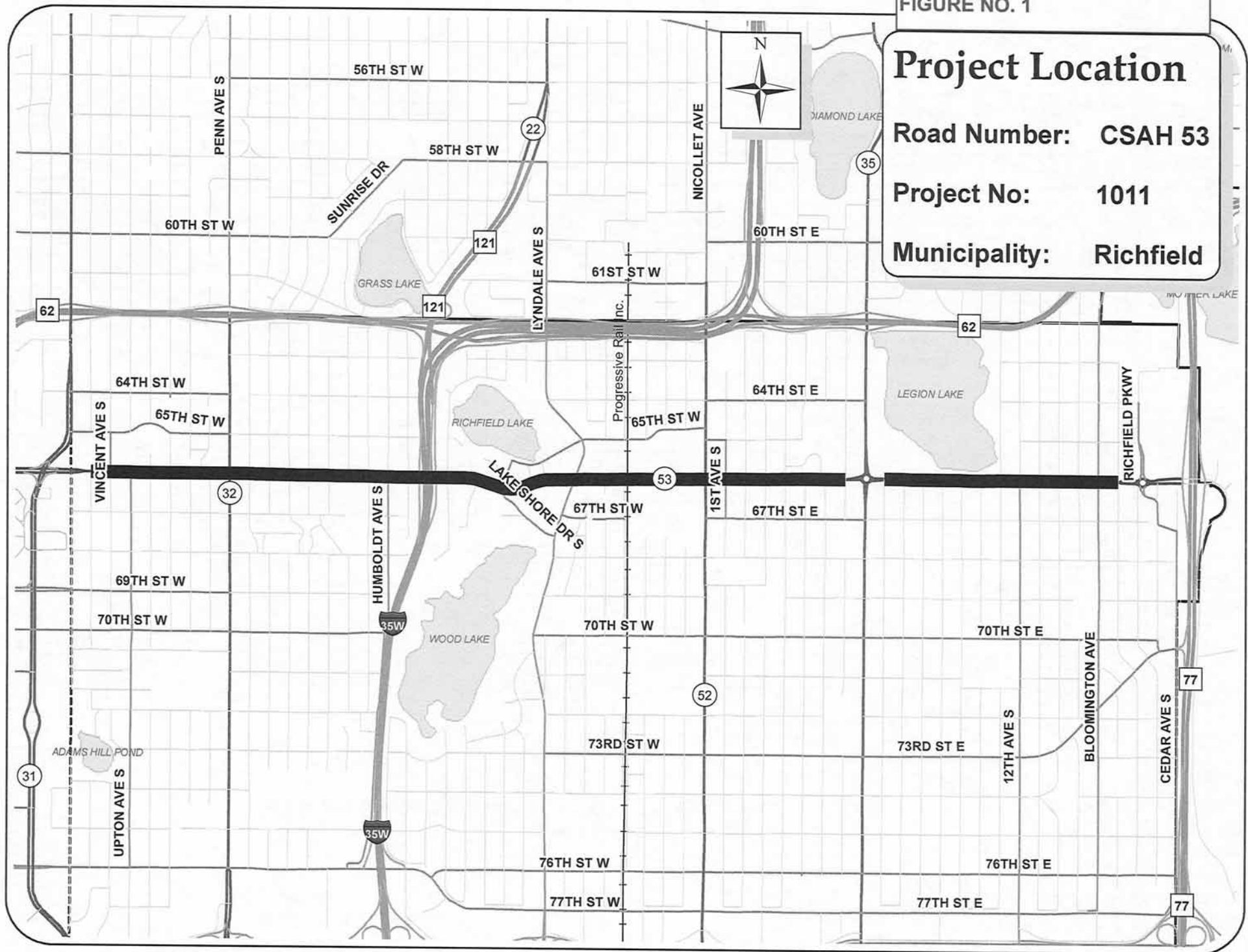
FIGURE NO. 1

Project Location

Road Number: CSAH 53

Project No: 1011

Municipality: Richfield





Task Hour Budget
City of Richfield
66th Street Water Main and Sanitary Sewer Main Reconstruction (49) (65)
April 30, 2014

				ESTIMATED HOURS							ESTIMATED COST	
PROJECT TASKS				CLIENT SERVICE MANAGER	PROJECT MANAGER	CIVIL PROJECT ENGINEER	WATER PROJECT ENGINEER	HEAVY CIVIL PROJECT ENGINEER	CIVIL STAFF ENGINEER	GEOTECHNIC AL ENGINEER		ADMIN TECH
Base Services												
1.0				Data Collection (60)								
	1.1			Collect & Verify Data from the City								
		1.1.1		Previous soil boring logs and/or test results completed by County staff		1				2		
		1.1.2		Topographic survey completed by County staff								
			1.1.2.1	3D base drawing file		1			4			
			1.1.2.2	3D topographic survey point files		1			4			
			1.1.2.3	Field review of topo survey limits		2	8					
		1.1.3		Aerial mapping								
			1.1.3.1	Photograph (1)		1			2			
			1.1.3.2	Contours (2)		1			2			
		1.1.4		Digital parcel mapping from the City		1			2			
		1.1.5		Digital CAD base files from the County (34) (48)		1			2			
		1.1.6		Latest versions of City standard specifications, general conditions, special conditions and standard plates for inclusion in the project manual		1					1	
		1.1.7		Existing structure survey data (3)								
		1.1.8		Closed Circuit Television (CCTV) Tapes/Disks and Logs (4)								
	1.2			Gopher State One Call								
		1.2.1		Obtain Ticket No.		1			4		4	
		1.2.2		Collect atlases from private utility companies in the project area		1			4		4	
	1.3			Existing condition photographs and / or video (7)		1	8		8			
				Subtotal Hours		13	16		32	2	9	
				Subtotal Labor Cost		\$1,813	\$2,073		\$2,579	\$282	\$873	\$7,621
Geotechnical Investigation												
2.0				Geotechnical Investigation (68)								
	2.1			Review Soil Borings (8)		2				16		
	2.2			Assess trench excavation and backfill (12)						8		
	2.3			Prepare Geotechnical Technical Memorandum		4				32		
	2.4			Comment on final geotechnical details during bid document preparation (13)						8		
				Subtotal Hours		6				64		
				Subtotal Labor Cost		\$837				\$9,037		\$9,874

				ESTIMATED HOURS							ESTIMATED COST	
PROJECT TASKS				CLIENT SERVICE MANAGER	PROJECT MANAGER	CIVIL PROJECT ENGINEER	WATER PROJECT ENGINEER	HEAVY CIVIL PROJECT ENGINEER	CIVIL STAFF ENGINEER	GEOTECHNICAL ENGINEER		ADMIN TECH
Preliminary Design												
3.0			Preliminary Design (30%) (14, 53)									
	3.1		Sanitary Sewer Design (15)									
		3.1.1	Proposed horizontal and vertical trunk pipe alignment		2	8			16			
		3.1.2	Identify location of trunk pipe replacement by trenchless methods (16)		2	8			4			
		3.1.3	Connection to MCES trunk sanitary sewer main		1	2		4	4			
		3.1.4	Service pipe replacement (17)		2	4			8			
		3.1.5	Develop suggested bypass plan		2	4		4	4			
	3.2		Water Main Design (18)									
		3.2.1	Proposed horizontal and vertical pipe alignment		2	8			16			
		3.2.2	Identify location of trunk pipe replacement by trenchless methods (16)		2	8			4			
		3.2.3	Proposed valve and hydrant locations (19)		1	2	2		8			
		3.2.3.1	Existing PCCP / New DIP connection valves (56)	8	8	4	8		2			
		3.2.4	Evaluate Layout of Temporary Water Main (20)		2	8			8			
		3.2.5	Service pipe replacement (21)		2	8	8		8			
	3.3		Right-of-Way / Easements Acquisition (22)									
		3.3.1	Prepare construction limits		2	8			16			
		3.3.2	Prepare drawing showing needed ROW or easement (23) (24)		2	8			16			
		3.3.3	Prepare legal descriptions (25)									
	3.4		Prepare Engineer's Opinion of Probable Cost (26) (27) (62)									
		3.4.1	Calculate Quantities (28)									
		3.4.1.1	Sanitary sewer		1	6			16			
		3.4.1.2	Water Main		1	6			16			
		3.4.2	Opinion of Probable Cost		1	8			16			
	3.5		Construction Sequencing	4	4	8			8			
	3.6		Documents QC Review	4	8							
			Subtotal Hours	16	45	108	18	8	170			
			Subtotal Labor Cost	\$3,595	\$6,277	\$13,991	\$1,865	\$965	\$13,702			\$40,395
Final Design												
4.0			Final Design (75%) (53) (58)									
	4.1		Sanitary Sewer Design									
		4.1.1	Refine Design (29) (30)		8	16			32			
	4.2		Water Main Design									
		4.2.1	Refine Design (29) (30)		8	16			32			
	4.3		Right-of-Way / Easements Acquisition									
		4.3.1	Refine drawing showing needed acquisition (30)		8	16			32			
	4.4		Prepare Engineer's Opinion of Probable Cost (62)									
		4.4.1	Refine Opinion of Probable Cost (30)		8	16			32			
	4.5		Construction Sequencing	4	8	16			32			
	4.6		Documents QC Review	4	8	16						
			Subtotal Hours	8	48	96			160			
			Subtotal Labor Cost	\$1,798	\$6,696	\$12,437			\$12,896			\$33,826

				ESTIMATED HOURS							ESTIMATED COST	
PROJECT TASKS				CLIENT SERVICE MANAGER	PROJECT MANAGER	CIVIL PROJECT ENGINEER	WATER PROJECT ENGINEER	HEAVY CIVIL PROJECT ENGINEER	CIVIL STAFF ENGINEER	GEOTECHNICAL ENGINEER		ADMIN TECH
Bid Document Preparation												
5.0				Bid Document Preparation (50) (51) (53) (59)								
	5.1			Plan sheets								
		5.1.1		Title Sheet (31)		1	2		4			
		5.1.2		General Layout (31)		2	4		8			
		5.1.3		List of Standard Plates (32)		1	1		2			
		5.1.4		Details (33)		2	4		8			
		5.1.5		Utility Tabulations		4	8		16			
		5.1.6		Plan and Profile sheets (35)								
		5.1.6.1		Water Main		5	9	4	4	18		
		5.1.6.2		Sanitary Sewer		6	12		24			
		5.1.7		Erosion control (31)								
		5.1.8		Landscaping (31)								
		5.1.9		Construction Sequencing, Detour, Staging, and Traffic Control		2	4		8			
		5.1.10		Cross Section sheets (31)								
	5.2			Project Manual								
		5.2.1		Front End (36)		1	2				2	
		5.2.2		Bidding Requirements (37)		1	2				2	
		5.2.3		Special Conditions		4	8				8	
		5.2.4		Special Provisions		4	8				8	
		5.2.5		Appendix (38)		4	8				8	
	5.3			Right-of-Way / Easements Acquisition								
		5.3.1		Finalize drawings showing needed acquisition (39)		2	6		12			
	5.4			Prepare Engineer's Opinion of Probable Cost (62)								
		5.4.1		Finalize Opinion of Probable Cost (39)		2	4		8			
	5.5			Documents QC Review	8	24						
				Subtotal Hours	8	65	82	4	4	108	28	
				Subtotal Labor Cost	\$1,798	\$9,067	\$10,623	\$415	\$482	\$8,705	\$2,717	\$33,806
Agency Review/Submittals/Permits												
6.0				Agency Review / Submittals / Permits (40)								
	6.1			Agency coordination								
		6.1.1		Hennepin County (41)	2	24			8			
		6.1.2		MnDOT (42)	2	16			24			
		6.1.3		MCES (41)	2	4			2			
		6.1.4		Private Utility Companies (41)	2	8			4			
	6.2			Prepare Permit Applications (64)								
		6.2.1		Water Main Extension Permit		1	2					
		6.2.2		Sanitary Sewer Permit		2	4					
		6.2.3		Railroad Utility Crossing Permit		2	8					
	6.3			City of Richfield								
		6.3.1		Internal Departments / Committees	2	4						
	6.4			Documents QC Review	1	4						
				Subtotal Hours	11	65	14		38			
				Subtotal Labor Cost	\$2,472	\$9,067	\$1,814		\$3,063			\$16,415

				ESTIMATED HOURS							ESTIMATED COST	
PROJECT TASKS				CLIENT SERVICE MANAGER	PROJECT MANAGER	CIVIL PROJECT ENGINEER	WATER PROJECT ENGINEER	HEAVY CIVIL PROJECT ENGINEER	CIVIL STAFF ENGINEER	GEOTECHNICAL ENGINEER		ADMIN TECH
Meetings												
7.0			Meetings (61)									
	7.1		With City Staff (43)									
		7.1.1	Project Kickoff Meeting (44)	2	6							
		7.1.2	30% Design Review (44)	2	6				6			
		7.1.3	75% Design Review (44)	2	6				6			
		7.1.4	90% Design Review (44)	2	6				6			
		7.1.5	Final Design Review (44)	2	6				6			
	7.2		With Hennepin County (45)	12	24				12			
	7.3		With MnDOT (46)	6	12				6			
	7.4		With MCES (54)	6	12				6			
	7.5		With Private Utility Companies (47)	4	8				6			
			Subtotal Hours	38	86				54			
			Subtotal Labor Cost	\$8,538	\$11,996				\$4,352			\$24,887
Public Involvement												
8.0			Public Involvement (52)									
			Subtotal Hours									
			Subtotal Labor Cost									
Bidding Assistance												
9.0			Bidding Assistance									
	9.1		On-line Bidding Document Preparation (55)									
	9.2		Ad for Bids (55)		1						1	
	9.3		Pre-Bid Meeting (55)									
	9.4		Respond to Bid Inquires		8							
	9.5		Addendums		4						2	
	9.6		Bid Opening	1	1							
	9.7		Prepare Tabulation of Bids (55)									
	9.8		Prepare and Send Bid Documents to Bidders (55)								4	
			Subtotal Hours	1	14						7	
			Subtotal Labor Cost	\$225	\$1,953						\$679	\$2,857
			Subtotal	82	342	316	22	12	562	66	44	
			Subtotal	18,425	47,707	40,937	2,280	1,447	45,297	9,320	4,269	\$169,681
Optional Services												
10.0			Supplemental topographic survey (5)(66)									
	10.1		Collect basement floor elevations (6) (57)									
	10.2		Other									
			Subtotal Hours									
			Subtotal Labor Cost									
11.0			Supplemental Geotechnical Investigation (66)									
	11.1		Define Soil Boring and Sampling Program (9) (10) (11)									
	11.2		Assess feasibility of HDD for installation of utility features (12)									
			Subtotal Hours									
			Subtotal Labor Cost									

				ESTIMATED HOURS							ESTIMATED COST
PROJECT TASKS				CLIENT SERVICE MANAGER	PROJECT MANAGER	CIVIL PROJECT ENGINEER	WATER PROJECT ENGINEER	HEAVY CIVIL PROJECT ENGINEER	CIVIL STAFF ENGINEER	GEOTECHNICAL ENGINEER	
12.0				Street Lighting (66)							
				Subtotal Hours							
				Subtotal Labor Cost							
13.0				Landscaping (66)							
				Subtotal Hours							
				Subtotal Labor Cost							

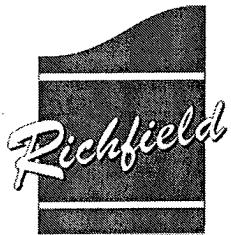
				CLIENT SERVICE MANAGER	PROJECT MANAGER	CIVIL PROJECT ENGINEER	WATER PROJECT ENGINEER	HEAVY CIVIL PROJECT ENGINEER	CIVIL STAFF ENGINEER	GEOTECHNICAL ENGINEER	ADMIN TECH	ESTIMATED COST
PROJECT COST SUMMARY												
Base Services												
			Subtotal Hours	82	342	316	22	12	562	66	44	1,446
			Subtotal Labor Cost	\$18,425	\$47,707	\$40,937	\$2,280	\$1,447	\$45,297	\$9,320	\$4,269	\$169,681
			Subtotal SEH Expenses (63)(64)									\$5,832
			Subtotal Subconsultant Expenses (67)									\$4,400
			Subtotal									\$179,913
Optional Services												
			Subtotal Hours									
			Subtotal Labor Cost									
			Subtotal Expenses									
			Subtotal									
TOTAL COST ASSOCIATED WITH THIS PROPOSAL:												\$179,913

P:\PT\Rich\126575\1-gen\10-contracts\Proposal\Richfield 66th Street THB.xlsx\Hours-Costs

NOTES

- (1) The City/Hennepin County will supply SEH the latest aerial photograph of the project area.
- (2) The City will supply SEH with the latest airflown contours. We understand that the contours are not to be exclusively trusted. Contours will be checked for accuracy against the County supplied topographic survey.
- (3) Assumes structure survey data is not necessary because the structures will be reconstructed.
- (4) Assumes inspection of the trunk sanitary sewer pipes in the project area is not necessary because the trunk pipe will be reconstructed.
- (5) Assumes topographic survey is not required
- (6) Assumes measurement of up to ten (10) critical basement floor elevations for sanitary sewer design purposes.
- (7) Task includes capturing precondition photos and / or video via GoPro Camera affixed to vehicle and organizing photos / video.
- (8) Provided by the City/Hennepin County.
- (9) Task assumes that a materials testing firm will enter into a contract directly with the City for the geotechnical field work and testing. The cost for drilling and testing is not included in this proposal.
- (10) SEH will prepare a drilling and testing request for proposal for Braun Intertec and review the scope of work with City staff.
- (11) SEH will stake borings in the field, coordinate drilling and testing, perform review of soil samples, and assign laboratory testing.
- (12) Evaluation will be based on results of soil borings and laboratory testing by Hennepin County
- (13) Includes unit price estimates during development of engineer's opinion of probable cost.
- (14) Preliminary design phase services are based on Overall Study for the reconstruction of City-Owned Water Main and Sanitary Sewer Along County Streets (Overall Study) dated November 15, 2013.
- (15) Based on the Overall Study, assumes the entire existing sanitary sewer main trunk, manhole and service pipe network (up to the right of way) should be replaced in the project area.
- (16) Locations to be determined based on avoidance of right of way and / or easement acquisition as determined by the City.
- (17) Includes determining the diameter of sanitary sewer service between the right-of-way line and the wye based on property type. All commercial properties to receive a 6-inch service.
- (18) Based on the Overall Study, assumes the entire existing water main trunk and service pipe network (up to and including existing curb stops) should be replaced in the project area.
- (19) All existing gate valves and fire hydrants in the project area will be removed and replaced.
- (20) Plan assumes that each house contains an operable shut-off valve just upstream of the water meter.

- (21) Includes determining the diameter of water service between the right-of-way line and the wye based on property type. All commercial properties to receive a 6-inch service.
- (22) Negotiation of ROW and easements with private property by the City
- (23) Will be 8.5x11 sketches delivered in PDF format to the City.
- (24) Will include a tabulation of acquisition required based on the construction limits.
- (25) Assumes the legal descriptions will be prepared by the City.
- (26) Costs will feature a 15% contingency factor.
- (27) Costs will be computed in 2016 dollars.
- (28) Quantity calculations will be captured in a XLSX file that will be incorporated into the proposal form as part of the bidding document project manual and monthly pay applications utilized during reconstruction to track quantities and costs for each City funding source allocated for the project.
- (29) Includes locations of trunk pipe replacement by trenchless methods
- (30) Includes one design iteration revision between preliminary and final design
- (31) Assumes the plan sheets will be prepared by the County.
- (32) Provided by the City.
- (33) SEH details will be used if items are not covered by City standard plates.
- (34) The City/Hennepin County will supply SEH the CAD base files of the project area.
- (35) Task assumes adding the private utility line work to the base mapping will be completed by the City/County.
- (36) Assumes the title sheet, certification sheet, table of contents and contact sheet will be prepared by the County.
- (37) Assumes the proposal form, instructions to bidders, and advertisement for bids will be prepared by the County.
- (38) Contains any supplemental soil boring data, City standard plates, and SEH construction details.
- (39) Includes one design iteration revision between final design and final bid document preparation.
- (40) Assumes any stormwater, MnDNR, and Watershed related coordinating and permits will be completed by the City / County.
- (41) Includes one (1) plan submittal during the preliminary design, final design and bid document preparation phase.
- (42) Includes one (1) plan submittal to Municipal State Aid during the design phase and one (1) plan submittal to Municipal State Aid during the bid document preparation phase.
- (43) Meeting will only be with City staff
- (44) Assumes one (1) meeting for each review stage
- (45) Assumes up to six (6) meetings with County
- (46) Assumes up to three (3) meetings with MnDOT
- (47) Assumes up to two (2) meetings with private utilities
- (48) City will provide electronic CAD drawings of the latest Hennepin County roadway typical sections, plan and profile drawings and roadway grading plans for the reconstruction of 66th Street.
- (49) Assumes the project limits are 66th Street between Xerxes and 16th Avenue
- (50) Assumes one set of bid documents for 66th Street, regardless of potential phasing of the project.
- (51) SEH will create plan sheets and specifications and transmit them to the City / County for inclusion in the bid documents
- (52) Assumes the City will not require SEH to participate in any public involvement. The City / County will utilize design phase CAD base files prepared by SEH for use in creating meeting graphics.
- (53) Assumes no future development change in the project area that would require a utility pipe size analysis.
- (54) Assumes up to three (3) meetings with MCES
- (55) Assumes task to be completed by County
- (56) Task includes creating a detail for the proposed valve
- (57) The investigation may be necessary to confirm if parallel sanitary sewer mains can be consolidated into one sanitary sewer main
- (58) Assumes refinement of 30% Preliminary Design
- (59) Assumes refinement of 75% Final Design
- (60) Assumes the City will assist SEH in collecting data from the County if necessary
- (61) Includes preparation and distribution of meeting agenda and minutes
- (62) Assumes we will not prepare multiple opinions of probable costs for each phase of design (alternatives).
- (63) Reimbursable expenses includes mileage, printing and reproduction costs
- (64) Assumes permit fees to be paid for by the City
- (65) Assumes one progress report per month
- (66) Task not included in base services. Task could be added as an additional service if approved by the City
- (67) Subconsultant expenses includes PCCP expertise labor and expense costs
- (68) Geotechnical services are based on assumptions that the in place soils are practical for constructing sanitary sewer and water main without costly construction methods



STAFF REPORT
CITY COUNCIL MEETING
MAY 13, 2014

REPORT PREPARED BY:

JIM TOPITZHOFFER, RECREATION
SERVICES DIRECTOR

NAME, TITLE

DEPARTMENT DIRECTOR REVIEW:



Jim Topitzhofer
SIGNATURE

OTHER DEPARTMENT REVIEW:



N/A

SIGNATURE

REVIEWED BY CITY MANAGER:



Steven J. Hirsch
SIGNATURE

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the attached Agreement between Hennepin County and the City of Richfield for funding soccer goals and equipment in the amount of \$7,500.

I. RECOMMENDED ACTION:

By Motion: Approve the attached Agreement between Hennepin County and the City of Richfield for funding soccer goals and equipment in the amount of \$7,500.

II. EXECUTIVE SUMMARY

The City received a grant from Hennepin County to help fund the purchase of soccer goals and equipment in the amount of \$7,500 through the Hennepin County Youth Sports Program. To receive the funds, Hennepin County requires City Council approval of the attached grant agreement.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

- The grant will be used to purchase 4 new soccer goals for Donaldson Park and anchors for all the existing soccer goals in Richfield parks.
- The grant does not require matching funds, however, the Richfield Youth Soccer Association agreed to provide an additional \$4,000 to supplement

the project. The total equipment cost is \$11,500.

- The City of Richfield has received a number of Hennepin County Youth Sports Grants in the past including a \$240,000 grant to help fund the renovation of Lincoln Athletic Complex in 2010. Richfield is fortunate to have a good relationship with County officials who are supportive in promoting healthy active living through youth sports.
- Soccer goal anchors are used as a safety precaution in preventing the goals from tipping over. The new anchors are designed to efficiently detach when moving the goals.

B. POLICY

- The attached agreement is a requirement of the Hennepin County Youth Sports Grant and City Council considers and executes these types of agreements for the City.

C. CRITICAL TIMING ISSUES

- Soccer season has started and kids are eagerly awaiting the new goals.

D. FINANCIAL

- There is no cost to the City of Richfield for the soccer goals and anchors. Funds are being provided by the Hennepin County Youth Sports Grant and the Richfield Soccer Association.
- The total project cost is \$11,500.

E. LEGAL

- The City Attorney reviewed the attached agreement and has reviewed this staff report.

F. ENVIRONMENTAL CONSIDERATIONS

- N/A

IV. ALTERNATIVE RECOMMENDATION(S)

- None

V. ATTACHMENTS

- Hennepin County Youth Sports Grant Agreement

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- None

**AGREEMENT FOR
CITY OF RICHFIELD DONALDSON PARK
SOCCER GOALS**

This Agreement is between the County of Hennepin, State of Minnesota ("COUNTY"), A-2300 Government Center, Minneapolis, MN 55487, and the City of Richfield, 7000 Nicollet Ave, Richfield, MN 55423 ("LOCAL UNIT OF GOVERNMENT " herein "LGU").

Recitals

1. Section 473.757, subd. 2 of Minnesota Statutes authorizes Hennepin County to make grants for youth activities and youth and amateur sports within Hennepin County with certain funds collected as part of the sales tax authorized in Section 473.757, subd. 10 of Minnesota Statutes.
2. Pursuant to Hennepin County Board Resolution 09-0320R3, Hennepin County created the Hennepin Youth Sports Program. The Hennepin Youth Sports Program makes grants for youth sports and activities and amateur sports within Hennepin County.
3. In 2013, as part of the Hennepin Youth Sports Program, by Resolution No. 13-0495R1, Hennepin County authorized an award of \$7,500 to the LGU for soccer goals at Donaldson Park.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

The parties agree as follows:

1. **TERM AND COST OF THE AGREEMENT**

The LGU agrees to complete and provide all necessary documentation for payment for the Project described in Section 2 between January 1, 2014 and December 31, 2014. The COUNTY agrees to contribute, an amount not to exceed \$7,500 to the LGU for the Project.

2. **USE OF FUNDS**

The LGU shall use all funds received under this Agreement for construction of the Project in accordance with the application submitted by the LGU to the Minnesota Amateur Sports Commission. The application for the Project dated March 4, 2014 is on file with Hennepin County and this application is incorporated into this Agreement by this reference. The LGU shall be solely responsible for securing all additional funds needed for completion of the Project.

The parties shall cooperatively and collaboratively develop Project marketing including but not limited to a permanent plaque or sign, news releases, public announcements,

social media, video, civic opportunities, logos and community events. The LGU shall not unreasonably refuse or withhold participation from any COUNTY initiated marketing project, plan or strategy.

The LGU shall provide advance copy of the LGU's independently developed messaging and marketing materials regarding the Project to COUNTY for review and approval. COUNTY may, in its sole discretion, reject any proposed marketing if COUNTY determines the proposed marketing does not reflect the spirit or intent of the Project, this grant or is otherwise contrary to COUNTY's best interests.

Upon completion of the project, the LGU shall provide information, data, statistics and other metrics related to the project, facilities, participants and/or related activities, including but not limited to usage numbers, who is using the park, and what changes in usage were noted. This information shall be provided within one year of completion and on an annual basis for two years thereafter.

3. PAYMENT FOR SERVICES

All funds shall be paid to LGU after COUNTY has agreed that the Project is complete, demonstrated by a Certificate of Occupancy when applicable or an Affidavit of Project Completion (See Attachment A).

In addition, The LGU shall submit invoices for Project expenses with a letter which will be furnished by the COUNTY (see Attachment B). If the total cost of the completed Project is less than the amount identified by the LGU in the budget the LGU submitted for the Project, the COUNTY's payment will be reduced based on a pro rata share of the difference between the budgeted amount and the actual amount.

Payment shall be made directly to the LGU upon the presentation of a complete claim in the manner provided by law governing the COUNTY'S payment of claims and/or invoices. Payment shall be made within forty-five (45) days from receipt of the invoice.

4. PROFESSIONAL CREDENTIALS

INTENTIONALLY OMITTED

5. INDEPENDENT CONTRACTOR

LGU shall select the means, method, and manner of performing the services. Nothing is intended or should be construed as creating or establishing the relationship of co-partners between the parties or as constituting LGU as the agent, representative, or employee of the COUNTY for any purpose. LGU is and shall remain an independent LGU for all services performed under this Agreement. LGU shall secure at its own expense all personnel required in performing services under this Agreement. Any personnel of LGU or other persons while engaged in the performance of any work or services required by

LGU will have no contractual relationship with the COUNTY and will not be considered employees of the COUNTY. The COUNTY shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Economic Security Law or the Workers' Compensation Act of the State of Minnesota on behalf of any personnel, including, without limitation, claims of discrimination against LGU, its officers, agents, LGUs, or employees. LGU shall defend, indemnify, and hold harmless the COUNTY, its officials, officers, agents, volunteers, and employees from all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from the COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay, and retirement benefits.

6. NON-DISCRIMINATION

A. In accordance with the COUNTY's policies against discrimination, LGU agrees that it shall not exclude any person from full employment rights nor prohibit participation in or the benefits of, any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable Federal or State laws against discrimination shall be subjected to discrimination.

7. INDEMNIFICATION

LGU agrees to defend, indemnify, and hold harmless the COUNTY, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of LGU, a subcontractor hired by the LGU, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of LGU to perform any obligation under this Agreement.

Nothing in this Agreement constitutes a waiver by the LGUs of any statutory or common law defenses, immunities, or limits on liability. The LGUs cannot be required to pay on behalf of themselves and COUNTY to a third party, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for COUNTY and LGUs may not be added together to determine the maximum amount of liability for LGUs.

8. DATA PRACTICES

LGU, its officers, agents, owners, partners, employees, volunteers and subLGUs shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota

Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality. If LGU creates, collects, receives, stores, uses, maintains or disseminates data because it performs functions of the COUNTY pursuant to this Agreement, then LGU must comply with the requirements of the MGDPA as if it were a government entity, and may be held liable under the MGDPA for noncompliance. LGU agrees to defend, indemnify and hold harmless the COUNTY, its officials, officers, agents, employees, and volunteers from any claims resulting from LGU's officers', agents', owners', partners', employees', volunteers', assignees' or subLGUs' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. LGU agrees to promptly notify the COUNTY if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Agreement.

9. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5, LGU agrees that the COUNTY, the State Auditor, the Legislative Auditor or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of LGU and involve transactions relating to this Agreement. LGU shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its termination or cancellation.

10. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. LGU binds itself, its partners, successors, assigns and legal representatives to the COUNTY for all covenants, agreements and obligations contained in the contract documents.
- B. LGU shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of the COUNTY. A consent to assign shall be subject to such conditions and provisions as the COUNTY may deem necessary, accomplished by execution of a form prepared by the COUNTY and signed by LGU, the assignee and the COUNTY. Permission to assign, however, shall under no circumstances relieve LGU of its liabilities and obligations under the Agreement.
- C. LGU may subcontract for the services to be performed pursuant to this contract. Permission to subcontract, however, shall under no circumstances relieve LGU of its liabilities and obligations under the Agreement. Further, LGU shall be fully responsible for the acts, omissions, and failure of its subLGUs in the performance of the specified contractual services, and of person(s) directly or indirectly

employed by subLGUs. Contracts between LGU and each subLGU shall require that the subLGU's services be performed in accordance with the terms and conditions specified. LGU shall make contracts between LGU and subLGUs available upon request.

11. MERGER AND MODIFICATION

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.

12. DEFAULT AND CANCELLATION

- A. If LGU fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, it shall be in default. Unless LGU's default is excused by the COUNTY, the COUNTY may upon written notice immediately cancel this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for the COUNTY to delay payment until LGU's compliance. In the event of a decision to withhold payment, the COUNTY shall furnish prior written notice to LGU.
- B. The above remedies shall be in addition to any other right or remedy available to the COUNTY under this Agreement, law, statute, rule, and/or equity.
- C. The COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- D. This Agreement may be canceled with or without cause by either party upon thirty (30) day written notice. If COUNTY cancels this Agreement without cause upon thirty days written notice, COUNTY shall pay the LGU reasonable expenses incurred prior to the notice of cancellation.
- E. Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement include but are not limited to: INDEPENDENT CONTRACTOR; INDEMNIFICATION; DATA PRACTICES; RECORDS-

AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION;
PROMOTIONAL LITERATURE; and MINNESOTA LAW GOVERNS.

13. CONTRACT PROCESSING AND ADMINISTRATION

The Minnesota Amateur Sports Commission ("MASC") will serve as staff liaison in the grant process administration. Responsibilities will include but not be limited to: forwarding all required grant processing documents to LGU; and forwarding appropriate documents to COUNTY for processing and/or execution (i.e., grant contract and invoice requests). MASC will serve as contact for grant administration and/or processing inquiries.

Joe Mathews, or successor, shall manage this Agreement on behalf of the COUNTY and serve as contract liaison between the COUNTY and LGU.

14. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. LGU shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.
- B. If the source or partial source of funds for payment of services under this Agreement is federal, state or other grant monies, LGU shall comply with all applicable conditions of the specific referenced or attached grant.
- C. LGU certifies that it is not prohibited from doing business with either the federal government or the State of Minnesota as a result of debarment or suspension proceedings.

15. NOTICES

Any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to the COUNTY shall be sent to the County Administrator with a copy to the originating Department at the address given in the opening paragraph of the Agreement. Notice to LGU shall be sent to the address stated in the opening paragraph of the Agreement.

16. PROMOTIONAL LITERATURE

LGU agrees that the terms "Hennepin County" or any derivative shall not be utilized in any promotional literature, advertisements of any type or form or client lists without the express prior written consent of the COUNTY.

17. MINNESOTA LAWS GOVERN

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

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LGU AUTHORIZATION

*LGU: _____

By: _____

Its: _____

And: _____

Its: _____

organized under:

Statutory _____ Option A _____ Option B _____ Charter _____

*LGU shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time LGU returns the Agreement to the COUNTY. Documentation is not required for a sole proprietorship.

COUNTY BOARD AUTHORIZATION

COUNTY OF HENNEPIN
STATE OF MINNESOTA

Reviewed by the County
Attorney's Office

Date: _____

ATTEST: _____
Deputy/Clerk of County Board

Date: _____

And: _____
Assistant/Deputy/County Administrator

Date: _____

ATTACHMENT A

Affidavit of Project Completion

This document is to be completed for projects receiving Hennepin Youth Sports Program Grants where a Certificate of Occupancy, per Minnesota Rules 1300.0220, is not required to be issued.

I hereby certify that:

1. The facility/structure listed below is not subject to the conditions of Minnesota Rules 1300.0220
2. This document shall serve in lieu of a Certificate of Occupancy.
3. The construction of the facility is completed as outlined in contract A140365 with Hennepin County
4. The facility is safe to be occupied by the public.
5. The required signage/plaque is in place per county guidelines

Facility Address: _____
PIN (if applicable): _____
Legal Description: _____
Zoning District: _____

Owner Name: _____
Address: _____
City State Zip: _____
Phone: _____
Comments: _____

Name of Grant Recipient:

Name of Authorized Official (print)

Title

Signature

Date

This document is to be mailed to:
Joseph Mathews
Office of Budget and Finance
300 S. 6th Street A-2301
Minneapolis, MN 55487

and

Lynda Lynch
Minnesota Amateur Sports Commission
1700 105th Avenue NE
Blaine, MN 55449



STAFF REPORT

CITY COUNCIL MEETING

MAY 13, 2014

REPORT PREPARED BY:

JIM TOPITZHOFFER, RECREATION
SERVICES DIRECTOR

NAME, TITLE

DEPARTMENT DIRECTOR REVIEW:



Jim Topitzhofer
SIGNATURE

OTHER DEPARTMENT REVIEW:



N/A

SIGNATURE

REVIEWED BY CITY MANAGER:



Steven J. Leuch
SIGNATURE

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the attached Agreement between the City of Richfield and Sprint Spectrum L.P. for a short term lease for use of Veterans Memorial Park as a temporary site for a mobile communications facility during the 4th of July Celebration.

I. RECOMMENDED ACTION:

By Motion: Approve the attached Agreement between the City of Richfield and Sprint Spectrum L.P. for a short term lease for use of Veterans Memorial Park as a temporary site for a mobile communications facility during the 4th of July Celebration.

II. EXECUTIVE SUMMARY

The City received a request from Sprint to use a small portion of Veterans Memorial Park to set up a temporary and mobile cell phone tower to aid in cell phone coverage during the City's Fourth of July Celebration. This trailer will be set up in the park just off of Portland Avenue, adjacent to the Richfield American Legion. The City will be compensated \$2,000 by Sprint for use of a 400-square foot area from June 30, 2014 to July 8, 2014.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

- The below image of a mobile trailer cell tower is similar to the one that will be parked in Veterans Park for nine days to aid in cell phone coverage for the holiday:



- The location of the trailer will be just off Portland Avenue adjacent to the Richfield American Legion:



- The City of Richfield will be compensated \$2,000 for the temporary use of

- the Park.
- Use of mobile communication facilities is a common practice amongst cell phone companies wanting to improve coverage during high demand periods.

B. POLICY

- The attached agreement is commonly used by Sprint to arrange temporary use of a park for mobile communication facilities and City Council considers and executes these types of agreements for the City.

C. CRITICAL TIMING ISSUES

- The Fourth of July season is approaching and Sprint would like to schedule the project soon.

D. FINANCIAL

- The City of Richfield will be compensated \$2,000 for the temporary use of the Park.

E. LEGAL

- The City Attorney reviewed the attached agreement and has reviewed this staff report.

F. ENVIRONMENTAL CONSIDERATIONS

- N/A

IV. ALTERNATIVE RECOMMENDATION(S)

- None

V. ATTACHMENTS

- Short Term Site Agreement for Cell on Wheels

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- None

SHORT-TERM SITE AGREEMENT (FOR CELL ON WHEELS)

This Short-Term Site Agreement (for Cell on Wheels) (this "Agreement") is made as of May 13, 2014, between City of Richfield Community Dev Department ("Owner") and Sprint Spectrum L.P, A Delaware Partnership ("Tenant"). Owner acknowledges receiving One Dollar (\$1.00) and other sufficient consideration for entering into this Agreement.

1. Premises and Use. Owner owns the real property described on **Exhibit A** attached ("Owner's Property"). Owner leases to Tenant for its exclusive use the site, consisting of a portion of Owner's Property and measuring approximately Four Hundred (400) square feet of real property, as generally described on Exhibit "B" (the "Site"), together with and including in the definition of "Site" all necessary easements for access and utilities necessary to service the Site, including those shown on Exhibit "B". The Site may be used by Tenant and/or any of its contractors, agents and employees ("Tenant Parties") for the purpose of installing, removing, replacing, modifying, maintaining and operating, at Tenant's expense, a mobile communications facility commonly known as a "cell on wheels," including, without limitation a mobile communications facility trailer, utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas, power sources (including generators and fuel storage tanks), supporting equipment and structures thereto and, if applicable to the Site, an antenna support structure (the "Facilities"). All of the Facilities will remain Tenant's personal property and are not fixtures. Tenant may install around the perimeter of the Site temporary fencing. Tenant will have unrestricted access to the Site and the Facilities.

2. Term and Rent. Tenant's lease term (the "Term") will commence on the June 30th, 2014 and will run for 9 days. In consideration of Tenant's lease of Owner's Property for Tenant's intended use of the Site, Tenant will make a one-time payment of two thousand dollars (\$ 2,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.]

3. Compliance with Laws. Tenant agrees to comply with all applicable local, state and federal laws, rules and ordinances during the Term.

4. Indemnification. Tenant will indemnify and hold harmless Owner, its employees, agents or contractors, from all claims, actions, damages, liability and expense, including without limitation reasonable attorneys' fees and costs, in connection with personal injury or property damage arising out of the negligent acts or omissions or willful misconduct of Tenant or Tenant Parties upon the Site in conducting Tenant's activities. This indemnification obligation shall survive the expiration or termination of this Agreement.

5. Tenant Insurance. Tenant, at Tenant's sole cost and expense, shall procure and maintain on the Site and on the Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Tenant or Tenant Parties arising out of or in connection with Tenant's use of the Site, all as provided for herein. At Owner's request, Tenant will provide a certificate of insurance or other evidence showing insurance coverage of Tenant or Tenant Parties for its activities under this Agreement.

6. Default and Termination. If Tenant is in default under this Agreement for a period of 30 days following receipt of written notice from Owner, Owner may pursue any remedies available to it against the defaulting party at law and in equity, including, but not limited to, the right to terminate this Agreement. In the event this Agreement expires or is terminated, Tenant will remove the Facilities from the Site and substantially restore the Site to the condition in which it existed immediately prior to Tenant's entry, reasonable wear and tear and damage not caused by Tenant excepted.

7. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid or when sent via overnight delivery service. Notices to Tenant are to be sent to: Sprint/Nextel Property Services, Sprint/Nextel Property Services, Sprint Property Services, Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, KS 66251-2650, with a mandatory copy to: Sprint/Nextel Law Department, Mailstop KSOPHT0101-Z2020, 6391 Sprint Parkway, Overland Park, Kansas 66251-2020, Attn.: Real Estate Attorney. Notices to Owner must be sent to the address shown underneath Owner's signature.

8. Miscellaneous. This Agreement constitutes the entire understanding between the parties with respect to the activities contemplated by this Agreement. All prior agreements or understandings, whether oral or written are superseded. This Agreement may be amended only by a written document duly executed by the parties. This Agreement will be governed by the laws of the state in which the Site is located.

OWNER:	TENANT:
<i>City of Richfield Community Dev Department</i> a(n)	<i>Sprint Spectrum L.P., a Delaware Partnership</i>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Taxpayer ID: _____	_____
Address: _____	

Contact Phone Number: _____	
Email address: _____	

EXHIBIT A
TO SHORT-TERM SITE AGREEMENT (FOR CELL ON WHEELS)

Legal Description of Owner's Property

Owner's Property is located at 6700 Portland Avenue, situated in the City of Richfield, County of Hennepin, State of Minnesota and legally described as follows:

PID: 26028242300008

**EXHIBIT B
TO SHORT-TERM SITE AGREEMENT (FOR CELL ON WHEELS)**

Site Drawing

The Site is described as follows:



Note: Owner and Tenant may, at Tenant's option, replace this Exhibit with an exhibit setting forth the legal description of the Site, or an as-built drawing depicting the Site. Any visual or textual representation of the Facilities is illustrative only, and does not limit the rights of Tenant as provided for in the Agreement. Without limiting the generality of the foregoing:

1. The Site may be setback from the boundaries of Owner's Property as required by the applicable governmental authorities.
2. The locations of any access and utility easements, if any, are illustrative only. Actual locations may be determined by Tenant and/or the servicing utility company in compliance with local laws and regulations.



STAFF REPORT
CITY COUNCIL MEETING
MAY 13, 2014

REPORT PREPARED BY:

JIM TOPITZHOFFER, RECREATION
SERVICES DIRECTOR

NAME, TITLE

DEPARTMENT DIRECTOR REVIEW:



Jim Topitzhofer
SIGNATURE

OTHER DEPARTMENT REVIEW:



N/A

SIGNATURE

REVIEWED BY CITY MANAGER:



Steven J. Derich
SIGNATURE

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the attached Agreement between the City of Richfield and the Richfield Foundation for the Richfield Foundation to act as fiscal sponsor of donations received for a community band shell.

I. RECOMMENDED ACTION:

By Motion: Approve the attached Agreement between the City of Richfield and the Richfield Foundation for the Richfield Foundation to act as fiscal sponsor of donations received for a community band shell.

II. EXECUTIVE SUMMARY

The Richfield Foundation has graciously offered to provide financial services to the Band Shell Task Force as they continue their fundraising campaign to construct a community band shell. The Richfield Foundation will serve as a fiscal sponsor giving donors a tax deduction for their pledge. After the campaign is over, the Foundation will transfer the funds to the City less a 1% administrative charge for costs associated with the service.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

- City Council discussed the formation of a new group of volunteers to raise funds and finalize plans for a community band shell at a study session on January 28, 2014. During the discussion, Council selected Veterans Memorial Park as the future site of the community band shell and instructed staff to prepare a resolution to officially declare it as the final site location. A resolution was passed by Council on February 11, 2014
- Lead by resident David Butler, the Task Force has already acquired more than \$100,000 in pledges for a community band shell. The group hopes to wrap up their fund raising campaign by November 30, 2014.
- The fund raising campaign to includes grants, donations and other funding from citizens, corporate and small business to fund \$750,000 of the required funding required in 2014, in anticipation of construction completion in 2015. In addition, the City has appropriated \$250,000 in the Capital Improvement Budget for 2015.

B. POLICY

- The City Council considers and executes these types of agreements for the City.

C. CRITICAL TIMING ISSUES

- The fund raising campaign is in progress and the Task Force is beginning to collect donations.

D. FINANCIAL

- The budget for the band shell is up to \$1,000,000 depending upon the success of the fund raising campaign. The City has appropriated \$250,000 in the Capital Improvement Budget for 2015 and the remainder of the funds will be from fundraising efforts.

E. LEGAL

- The City Attorney reviewed the attached agreement and has reviewed this staff report.

F. ENVIRONMENTAL CONSIDERATIONS

- N/A

IV. ALTERNATIVE RECOMMENDATION(S)

- None

V. ATTACHMENTS

- Fiscal Sponsorship Agreement

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- None

FISCAL SPONSORSHIP AGREEMENT

On April 15, 2014, The Richfield Foundation (Grantor) decided that financial support of the design and construction and landscaping of a Richfield Municipal Band Shell, as further described in materials provided to and reviewed by the Richfield Foundation (The Project) will further Grantor's charitable tax-exempt purposes. Therefore, Grantor has created a restricted fund designated for such project, and has decided to grant all amounts that it may deposit to that fund, less any administrative charge as set forth below, to The City of Richfield (Grantee), for use in constructing a Municipal Band Shell subject to the following terms and conditions:

1. Grantee shall use the grant solely for The Project and Grantee shall repay to Grantor any portion of the amount granted which is not used for The Project. Any changes in the purposes for which grant funds are spent must be approved in writing by Grantor before implementation. Grantor retains the right, if Grantee breaches this Agreement, or if Grantee's conduct of the Project jeopardizes Grantor's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds, and to spend such funds so as to accomplish the purposes of The Project as nearly as possible within Grantor's sole judgment.
2. Grantee, itself or through a committee it establishes for that purpose, may solicit gifts, contributions and grants to Grantor, earmarked for Grantor's restricted fund for this project. Grantee's choice of funding sources to be approached and the text of Grantee's fundraising materials are subject to Grantor's prior written approval. Neither Grantee or any of its representatives shall request a contribution orally or in writing using the name of Grantor, or soliciting any contribution to the Grantor without first disclosing the City (Richfield) and State (Minnesota) of the Grantor, the tax deductibility of the contribution to Grantor, and a description of the charitable program (The Project) for which the solicitation is made. All grant agreements, pledges, or other commitments with funding sources to support The Project via Grantor's restricted fund shall be executed by Grantor. The cost of any reports or other compliance measures required by such funding sources shall be borne by Grantee. It is understood that any funds solicited for the Project by the Grantee or its committee that are not solicited for Grantor and are deposited directly to the Grantee's city account will not be subject to this agreement.
4. An administrative charge of one percent (1%) of all amounts paid to Grantee from the restricted fund shall be deducted by Grantor to defray Grantor's costs of administering the restricted fund and this grant.
5. Nothing in this Agreement shall constitute the naming of Grantee as a Sponsor or legal representative of Grantor for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.
6. Prior to each distribution of any amount of this grant, Grantee shall submit a request stating the amount requested together with the costs and purposes for which these grant funds shall be expended. Subsequently, Grantee shall submit a full and complete report to Grantor as of the end of each quarter of the Grantee's annual accounting period within which any portion of this grant is received or spent. The report shall describe the work on the project that has been conducted by the Grantee with the aid of this grant and the expenditures made with grant funds, the status of the project, and shall report on the Grantee's compliance with the terms of this grant.
7. This grant is not to be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between Grantor and Grantee.

8. Grantee shall not use any portion of the funds granted herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).

9. Grantee shall notify Grantor immediately of any change in (a) Grantee's legal or tax status, and (b) Grantee's executive or key staff responsible for achieving the grant purposes.

10. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Grantor, its officers, directors, trustees, employees and sponsors, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its employees, committees or sponsors, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out The Project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of Grantor, its officers, directors, trustees, employees or sponsors.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota applicable to agreements made and to be performed entirely within such State.

12. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Fiscal Sponsorship Agreement effective on the 13th day of May, 2014.

_____, Grantor

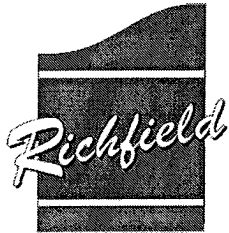
By: _____

Dated: _____

_____, Grantee

By: _____

Dated: _____



STAFF REPORT
CITY COUNCIL MEETING
MAY 13, 2014

REPORT PREPARED BY:

JIM TOPITZHOFFER, RECREATION
SERVICES DIRECTOR

NAME, TITLE

DEPARTMENT DIRECTOR REVIEW:



Jim Topitzhofer
SIGNATURE

OTHER DEPARTMENT REVIEW:



N/A

SIGNATURE

REVIEWED BY CITY MANAGER:



Steven J. Smith
SIGNATURE

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the attached Agreement between the City of Richfield and the Richfield Foundation for the Richfield Foundation to act as fiscal sponsor of donations received for Wood Lake Nature Center.

I. RECOMMENDED ACTION:

By Motion: Approve the attached Agreement between the City of Richfield and the Richfield Foundation for the Richfield Foundation to act as fiscal sponsor of donations received for Wood Lake Nature Center.

II. EXECUTIVE SUMMARY

The Richfield Foundation has been providing financial services to Wood Lake Nature Center for a number of years. Wood Lake has received numerous grants that require the recipient to be a non-profit organization with an Internal Revenue Code (IRC) Section 501(c)(3). After these grants are received, the Foundation transfers the funds to the City less a 1% administrative fee for costs associated with the service. The two organizations have been working together without a formal written agreement.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

- Examples of grants received by Wood Lake Nature Center with the help of fiscal sponsor Richfield Foundation are nine grants from Best Buy Children's Foundation, a grant from the Shakopee Mdewakanton Sioux Community, and the seven gifts from the Chorzempa Fund. The latest grant received was from Emerson Church for the proposed Emily Day Pavilion. These grants were received through the Richfield Foundation without a formal fiscal sponsorship agreement.

B. POLICY

- The City Council considers and executes these types of agreements for the City.

C. CRITICAL TIMING ISSUES

- The Richfield Foundation passed the attached agreement on April 15, 2015.

D. FINANCIAL

- Grant funds received through Richfield Foundation are transferred to the City less a 1% administrative charge for cost associated with the service.

E. LEGAL

- The City Attorney reviewed the attached agreement and has reviewed this staff report.

F. ENVIRONMENTAL CONSIDERATIONS

- N/A

IV. ALTERNATIVE RECOMMENDATION(S)

- None

V. ATTACHMENTS

- Fiscal Sponsorship Agreement

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- None

FISCAL SPONSORSHIP AGREEMENT

On April 15, 2014, The Richfield Foundation (Grantor) decided that financial support of charitable activities and projects of the Woodlake Nature Center, a department of the City of Richfield as further described in materials that shall be from time to time provided to and reviewed by the Richfield Foundation Board (The Program) will further Grantor's charitable tax-exempt purposes. Therefore, Grantor has created a restricted fund designated for such program, and has decided to grant all amounts that it may deposit to that fund, less any administrative charge as set forth below, to the Woodlake Nature Center, a department of The City of Richfield (Grantee), for its charitable activities and projects subject to the following terms and conditions:

1. Grantee shall use the grant solely for The Program and Grantee shall repay to Grantor any portion of the amount granted which is not used for The Program. Any changes in the purposes for which grant funds are spent must be approved in writing by Grantor before implementation. Grantor retains the right, if Grantee breaches this Agreement, or if Grantee's conduct of The Program jeopardizes Grantor's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds, and to spend such funds so as to accomplish the purposes of The Program as nearly as possible within Grantor's sole judgment.
2. Grantee may solicit gifts, contributions and grants to Grantor, earmarked for Grantor's restricted fund for this project. Grantee's choice of funding sources to be approached and the text of Grantee's fundraising materials are subject to Grantor's prior written approval. Neither Grantee or any of its representatives shall request a contribution orally or in writing using the name of Grantor, or soliciting any contribution to the Grantor without first disclosing the City (Richfield) and State (Minnesota) of the Grantor, the tax deductibility of the contribution to Grantor, and a description of the charitable program (The Program) for which the solicitation is made. All grant agreements, pledges, or other commitments with funding sources to support The Program via Grantor's restricted fund shall be executed by Grantor. The cost of any reports or other compliance measures required by such funding sources shall be borne by Grantee.
4. An administrative charge of one percent (1%) of all amounts paid to Grantee from the restricted fund shall be deducted by Grantor to defray Grantor's costs of administering the restricted fund and this grant.
5. Nothing in this Agreement shall constitute the naming of Grantee as a Sponsor or legal representative of Grantor for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.
6. Prior to each distribution of any amount of this grant, Grantee shall submit a request stating the amount requested together with the costs and purposes for which these grant funds shall be expended. Subsequently, Grantee shall submit a full and complete report to Grantor as of the end of each quarter of the Grantee's annual accounting period within which any portion of this grant is received or spent. The report shall describe the work or activities of The Program that has been conducted by the Grantee with the aid of this grant and the expenditures made with grant funds, the status of The Program, and shall report on the Grantee's compliance with the terms of this grant.
7. This grant is not to be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between Grantor and Grantee.
8. Grantee shall not use any portion of the funds granted herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).

9. Grantee shall notify Grantor immediately of any change in (a) Grantee's legal or tax status, and (b) Grantee's executive or key staff responsible for achieving the grant purposes.

10. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Grantor, its officers, directors, trustees, employees and sponsors, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its employees, committees or sponsors, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out The Program to be funded or financed by the grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of Grantor, its officers, directors, trustees, employees or sponsors.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota applicable to agreements made and to be performed entirely within such State.

12. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.

13. This agreement may be terminated by either party with written notice.

IN WITNESS WHEREOF, the parties have executed this Fiscal Sponsorship Agreement effective on the 13th day of May, 2014.

_____, Grantor

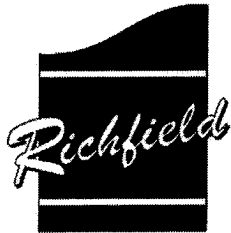
By: _____

Dated: _____

_____, Grantee

By: _____

Dated: _____



STAFF REPORT

CITY COUNCIL MEETING

MAY 13, 2014

REPORT PREPARED BY:

MELISSA POEHLMAN, CITY PLANNER

DEPARTMENT DIRECTOR REVIEW:



OTHER DEPARTMENT REVIEW:



REVIEWED BY CITY MANAGER:



NAME, TITLE

SIGNATURE

SIGNATURE

ITEM FOR COUNCIL CONSIDERATION:

Conduct a first reading of an ordinance that will remove/correct outdated terminology; clarify a number of definitions; allow home occupations to operate within garages and accessory structures; correct and add references; add parking requirements for two-family and cluster housing developments; revise setbacks from Two-Family Residential (MR-1) properties; clarify language related to drive-thru facilities in the Mixed Use Districts; and clarify screening and temporary banner requirements.

I. RECOMMENDED ACTION:

By Motion: Approve a first reading of the attached ordinance amending Subsections 507.07, Subdivisions 57 and 62; Subsection 509.15, Subdivision 2; Subsection 509.21, Subdivisions 5 and 15; Subsection 509.25, Subdivision 7; Subsections 512.05, 512.07, and 512.09; Subsection 514.07, Subdivision 2; Subsection 529.11, Subdivision 1; Subsection 534.11, Subdivision 1; Subsection 537.03, Subdivision 1; Subsection 537.05, Subdivision 5; Subsection 542.03, Subdivision 2; Subsection 544.05; Subsection 549.21, Subdivision 4; Subsection 549.23, Subdivision 1; and Appendix I, Section 3, Clause 91; adding new Subsection 507.07, Subdivision 53; and Subsection 514.15, Subdivision 4; and repealing Subsection 507.07, Subdivisions 26 and 101. Changes are related to outdated terminology and

references, clarification of definitions and language related to drive-thru facilities, home occupations, setbacks, screening and temporary banners.

II. EXECUTIVE SUMMARY

City staff continually monitors and notes areas of the Zoning Code that may require review. This review may be the result of changes in State Law or its interpretation, changes in social norms and community desires, new technology or direct experience with a particular regulation. The Zoning Code is the implementation tool that helps the City to bring to life its vision for the future as demonstrated by the Comprehensive Plan and other redevelopment/revitalization plans.

The attached ordinance primarily addresses minor technical issues and clarifies existing regulations. There are three items that could be considered more substantial. The first change would allow home occupations to operate from residential garages or accessory buildings, the second would clarify permissions related to drive-thrus as a component of single-tenant buildings in the Mixed Use Districts, and the third relates to screening requirements for mechanical equipment.

Home occupations in accessory buildings/garages

A change in the Code to allow home occupation-related activities in garages and accessory structures has been discussed and supported by the Planning Commission for a number of years. The objective is to allow greater opportunity and flexibility for home businesses that will not adversely impact the surrounding neighborhood. Regulations will continue to require that all activities related to a home occupation be conducted within an enclosed building, and operations that could negatively impact the neighborhood (e.g. auto repair) will continue to be prohibited.

Drive-up service in the Mixed Use Districts

The following Code language related to drive-up service in the Mixed Use Districts is unclear:

Drive-up [service] must be part of a multi-tenant mixed use development. Freestanding buildings shall not have drive-up facilities unless they are designed to minimize impacts to the pedestrian environment and adequately address circulation issues and potential noise or light pollution[.]

There are two ways to read this clause:

1. Single-user developments may not have drive-thru facilities. Drive-thru is only permitted as part of a multi-tenant mixed use development and those facilities must meet the specified criteria. In this reading, the word "freestanding" is seen as unnecessary, as all buildings are freestanding.
2. Single-user developments are permitted to have drive-thru facilities so long as the specified criteria are met. In this reading, "freestanding" is understood to be synonymous with "single-tenant" and the second clause is seen as a means by which to grant an exception.

Current staff was not involved in the drafting of this original ordinance. It would seem that the design criteria listed would apply to all drive-thru facilities, therefore

staff has proposed an amendment that would remove the word "freestanding" and thus more clearly prohibit single-user buildings from having drive-thru facilities (unless a variance were granted). The Planning Commission has voted in favor of this amendment. If the Council feels that this is not their intent, and would prefer an ordinance that allows for single-users with drive-thru facilities, staff proposes that this item be removed from the attached ordinance so that further research can be done.

Screening

Current ordinance language requires the full screening of utilities and mechanical equipment from "public areas." Applicants have complained that "public areas" is not clearly defined. Staff research also indicates that screening requirements in the past have been more robust, requiring screening not only from public view, but also from nearby premises. The Planning Commission has indicated that screening of mechanical equipment remains an important requirement, and believes that screening from adjacent properties is something that should be added back into the ordinance. The proposed amendment would require that equipment be screened from ground-level observation on the subject property, adjacent properties and adjacent right-of-way. In cases where roof-top equipment may be visible from above, the Director is given the authority to require that the equipment be painted to match the roof.

Summary of Additional Changes

- Remove obsolete "dance or physical culture studios" terminology in favor of "health club or studio, spa."
- Clarify existing policy related to use of pervious pavers on single- and two-family lots. Due to the required ongoing maintenance of these pavers, they are permitted, but are counted toward the allowable impervious surface limit.
- Revised area calculation for Planned Unit Developments to allow, under specific circumstances, inclusion of adjacent right-of-way.
- Correct terminology related to voltage limits for home occupations.
- More precisely define the way in which fence height is measured.
- Add language to clarify that banner regulations apply to all temporary signs.
- Correct subsection references, symbology and inconsistencies left over from previous Code amendments.
- Add footnotes where needed.
- Correct an error related to the description of a particular property in Appendix I.
- Remove unused and unnecessary definitions.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

- N/A

B. POLICY

- The regulations of the Zoning Code are intended to promote harmonious relationships among land uses and to ensure that public

and private lands ultimately are used for the purposes that are most appropriate and beneficial from the standpoint of the City as a whole.

- Ongoing review and periodic updating of the Code is necessary to ensure that regulations are serving their intended purposes.
- Clear and correct language is important to both staff and our customers.

C. CRITICAL TIMING ISSUES

- None

D. FINANCIAL

- N/A

E. LEGAL

- A public hearing was held before the Planning Commission on April 28, 2014.
- Notice of the public hearing was published in the Sun Current Newspaper in accordance with State and Local requirements.
- The Planning Commission recommended approval of the proposed amendments (5-0).
- If this reading is approved, a second reading of the proposed ordinance will be held on May 27, 2014.

F. ENVIRONMENTAL CONSIDERATIONS

- N/A

IV. ALTERNATIVE RECOMMENDATION(S)

- Approve a first reading with amendments.
- Deny a first reading of the proposed ordinance.

V. ATTACHMENTS

- Ordinance

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- N/A

BILL NO. _____

AMENDMENT TO RICHFIELD CITY CODE RELATED TO ZONING

AMENDING SUBSECTION 507.07, SUBDIVISIONS 57 AND 62; SUBSECTION 509.15, SUBDIVISION 2; SUBSECTION 509.21, SUBDIVISIONS 5 AND 15; SUBSECTION 509.25, SUBDIVISION 7; SUBSECTIONS 512.05, 512.07, AND 512.09; SUBSECTION 514.07, SUBDIVISION 2; SUBSECTION 529.11, SUBDIVISION 1; SUBSECTION 534.11, SUBDIVISION 1; SUBSECTION 537.03, SUBDIVISION 1; SUBSECTION 537.05, SUBDIVISION 5; SUBSECTION 542.03, SUBDIVISION 2; SUBSECTION 544.05; SUBSECTION 549.21, SUBDIVISION 4; SUBSECTION 549.23, SUBDIVISION 1; AND APPENDIX I, SECTION 3, CLAUSE 91; ADDING NEW SUBSECTION 507.07, SUBDIVISION 53; AND SUBSECTION 514.15, SUBDIVISION 4; AND REPEALING SUBSECTION 507.07, SUBDIVISIONS 26 AND 101.

THE CITY OF RICHFIELD DOES ORDAIN:

- Section 1 A new Subsection 507.07, Subdivision 53 of the Richfield City Code to read as follows is added, and by now renumbering all following subdivisions accordingly:
- Subd. 53.** "Health club or studio, spa." A facility, for profit or nonprofit, where members or nonmembers use equipment or space for the purpose of passive or active exercises related to physical fitness.
- Section 2 Subsection 507.07, Subdivision 57 of the Richfield City Code is amended to read as follows:
- Subd. 57.** "Impervious surface." A surface that has been compacted or covered with a layer of materials so that it is highly resistant to infiltration by water. It includes surfaces such as compacted sand, limerock, or clay, as well as most conventionally surfaced streets, roofs, sidewalks, parking lots, and other similar structuresurfaces. Open uncovered decks or porches are not included. Due to maintenance requirements, pervious pavers and similar materials shall not be calculated as a deduction from impervious surface for single- or two-family lots unless special approval from the Director is granted. (Figure 5)
- Section 3 Subsection 507.07, Subdivision 62 of the Richfield Code is amended to read as follows:
- Subd. 62.** "Lot area." The total horizontal area bounded by the front, side, and rear lot lines. With respect to planned unit developments only, lot area includes the site plus one-half (1/2) of the area of abutting streets and alleys may include, at the discretion of the Director, areas of the right-of-way that are improved and integral to the design of the project.

Section 4 Subsection 509.15, Subdivision 2 of the Richfield Code to read as follows:

Subd. 2. Definitions.

a) "Hedge." A row of shrubbery which forms or is intended to form a barrier.

b) "Wall." This term includes retaining walls, freestanding walls, and decorative or privacy walls.

c) "Height of fence." Fence height is measured to include the body of the fence, plus allowing a maximum of six inches (on average between posts) above the natural grade (i.e. for drainage purposes). Fence posts are permitted to extend a maximum of six inches above the body of the fence.

Section 5 Subsection 509.21, Subdivision 5 of the Richfield Code is amended to read as follows:

Subd. 5. Activities. A home occupation must be conducted in such a manner that activities connected with it are not noticeable from adjacent streets or residential lots, and except as permitted in Subd. 6 below, do not draw attention to the home occupation. All activities related to a home occupation must be conducted within a fully enclosed dwelling building. ~~Home occupations are not permitted in garages (accessory or attached).~~

Section 6 Subsection 509.21, Subdivision 15 of the Richfield Code is amended to read as follows:

Subd. 15. Use of equipment. No mechanical or electrical equipment requiring in excess of 220240 volts single phase shall be permitted in the conduct of a home occupation, and no electric motor shall exceed 3 horsepower.

Section 7 Subsection 509.25, Subdivision 7 of the Richfield Code is amended to read as follows:

Subd. 7. *Nonconforming site improvements.* This subsection is primarily aimed at upgrading nonconforming site improvements that affect the appearance and impacts of a site. It is not intended to require extensive changes that would be extremely impractical such as moving or lowering buildings.

a) **Nonconforming Parking.** Alteration, addition or expansion which results in an increased need for off-street parking shall provide additional parking according to the following guidelines:

- i. Where modifications result in an increase in the applicable unit of measurement (dwelling unit, floor area, capacity, number or seats, etc.) which is 50 percent or less of the original total, additional parking shall be required only for this new or modified part of the development;
 - ii. Where modifications result in an increase in the applicable unit of measurement which is over 50 percent of the original total, sufficient off-street parking shall be provided to bring the entire development into conformance with the requirements of this ordinance.
- b) Nonconforming Landscaping and Screening. Alternative landscaping or screening may be approved by the Director, where, due to existing structure placement, lot dimensions, parking requirements, or other improvements, it is not possible to provide the landscaping or screening required by this ordinance, according to the following rules:
- i. The alternative landscaping or screening will not be detrimental to adjacent properties; and
 - ii. The alternative landscaping or screening complies with the purpose and intent of standards dictated by this ordinance.
- c) Additional nonconforming site improvements. In addition to the requirements of a) and b) above, the following nonconforming site improvements must be made conforming if a structure or use associated with the nonconforming site improvement is enlarged or expanded.
- i. Impervious surface coverage as required by applicable zoning district standards;
 - ii. Irrigation as required by Subsection ~~542.03~~ 544.03, Subd. 4(h);
 - iii. Screening of refuse collection and utilitarian items in accordance with Subsection ~~542.05~~ 544.05;
 - iv. Pedestrian circulation as required by Subsection ~~542.15~~ 544.15;
 - v. Bicycle parking in accordance with Subsection ~~542.17~~ 544.17; and
 - vi. Underground utilities when renovation costs exceed 50 percent of the value of the structure, in accordance with Subsection ~~542.19~~ 544.19.
- d) The Director may modify or waive any of the provisions above based on a written finding that the proposal:
- i. Would not be detrimental to adjacent properties; and
 - ii. The proposal complies with the purpose and intent of standards dictated by this ordinance. (Amended: 9-17-2010)

Section 8

Subsection 512.05 of the Richfield City Code is amended to read as follows:

512.05. Permitted, Conditional, Accessory and Prohibited Uses in Residential Districts.

The following table summarizes which land uses are classified as permitted, accessory, conditional or prohibited in the Residential Districts. Refer to Sections 514 through 527 for complete regulations.

P: Permitted

A: Accessory

C: Conditional

N: Null or Prohibited

Land Use	R	R-1	MR-1	MR-2	MR-3
Residential					
Single-family detached dwellings	P	P	P	N	N
Two-family dwellings	C	N	P	P	P
Twin homes	N	N	C	N	N
Multifamily dwellings (> <u>minimum</u> 3 units)	N	N	N	P/C	P/C
Cluster home developments	C	N	C	C	N
Other					
Bed and breakfast inns	C	C	N	N	N
Cemeteries	C	N	N	N	N
Day care facilities	P/C	P	P/C	P/C	P/C
Emergency shelters	C	N	C	C	C
Fences, walls and hedges	A	A	A	A	A

Foster family homes	A/C	A/C	A/C	A/C	A/C
Garages/carports for a residential structure	A	A	A	A	A
Gazebos/greenhouses	A	A	A	N	N
Governmental buildings	P	N	C	C	C
Home occupations	A	A	A	A	A
Libraries (public)	P	N	C	C	C
Parking	A	A	A	A	A
Private driveways	A	A	A	A	A
Public utilities, major	C	C	C	C	C
Public utilities, minor	A	A	A	A	A
Recreational facilities, noncommercial, principal use	C	C	C	N	N
Religious institutions	C	N	C	C	C
Residential care facilities	P	P	P/C	P/C	P/C
Roomer	A	A	N	N	N
Satellite dish antennas	A	A	A	A	A
Schools, public or private	C	N	C	C	C
Storage buildings	A	A	A	A	A
Swimming pools, private	A	A	A	A	A
Telecommunication towers	C	C	C	C	C
Utility buildings accessory to telecommun. towers and	A	N	A	A	A

antennas					
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Section 9 Subsection 512.07 of the Richfield City Code is amended to read as follows:

512.07. Permitted, Conditional, Accessory and Prohibited Uses in Commercial Districts.

The following table summarizes which land uses are classified as permitted, accessory, conditional or prohibited in the Commercial Districts. Refer to Sections 529 through 534 for complete regulations. (Amended, Bill No. 2011-19)

P: Permitted

A: Accessory

C: Conditional

N: Null or not Permitted

Land Use	S-O	C-1	C-2
Adult businesses	N	N	P
Animal kennels	N	N	P/C
Apartments within a commercial building	A	A/C	C
Assembly, light manufacturing, warehouse	N	N	A
Auction houses	N	N	P
Auto mechanical/body repair	N	N	C
Auto detailing	N	N	C
Auto or boat sales	N	N	C
Auto stereo installation service	N	N	P
Auto washes	N	N	C

Barber or beauty shops	P/C	P/C	P/C
Bicycle stores	N	P/C	P/C
Bicycle repair shops	P/C	P/C	P/C
Bowling alleys	N	N	P
Carpet or paint stores	N	P/C	P/C
Cemeteries	N	N	C
Convenience store	N	P	P
Dance or physical culture studios	P	P	P
Day care facilities	C	P	P
Drug stores without drive-up facility	N	P/C	P/C
Drug stores with drive-up window	N	N	C
Emergency shelter	N	N	C
Enclosed storage	A	A	A
Fences, walls and hedges	A	A	A
Financial institutions without drive-up service	N	N	P
Financial institutions with drive-up service	N	N	C
Firearms related uses	N	N	C
Fortune telling	N	N	P
Funeral homes, mortuaries	N	N	C
Furniture or appliance stores	N	P/C	P/C

Governmental buildings	P	P	P
Grocery stores	N	P/C	P/C
<u>Health club or studio,spa</u>	<u>N</u>	<u>P</u>	<u>P</u>
Hospital or 24-hour urgent care	P/C	P/C	P/C
Hotel or motel (6 or more units)	N	N	C
Junk yard	N	N	N
Libraries, public	P	P	P
Liquor store, municipal	N	N	P
Nursing home	P	P	N
Office, single-tenant, professional, executive or business	P/C	P/C	P/C
Office, multi-tenant, professional, executive, or business	P/C	P/C	P/C
Outdoor merchandising or storage (except as allowed by Section 1135 of the City Code)	N	N	N
Parking	A	A	A
Pawn shops and second hand goods dealers licensed under Section 1186 or 1187 of the City Code	N	N	C
Public utility, minor	A	A	A
Public utility, major	C	C	C
Religious institutions	N	N	P
Restaurant, take-out only (Class IV)	N	C	P
Restaurant, fast food/convenience food (Class III) or any	N	N	C

restaurant with drive-up service			
Restaurant, traditional or cafeteria (Class II)	N	C	C
Restaurant, full service (Class I)	N	N	C
Retail, general (single or multi-tenant)	N	P/C	P/C
Schools, public or private	N	N	P
Service station	N	N	C
Service station/convenience store	N	N	C
Service or non-auto repair shop	P/C	P/C	P/C
Tattoo shops	N	N	C
Taxi or limousine service	N	N	P
Theater, movie or live entertainment	N	N	C
Veterinary clinic	N	N	P

(Amended, Bill No. 2011-13; 2011-19)

Section 10 Subsection 512.09 of the Richfield City Code is amended to read as follows:

512.09. Permitted, Conditional, Accessory and Prohibited Uses in Mixed-Use Districts.

The following table summarizes which land uses are classified as permitted, accessory, conditional or prohibited in the Mixed-Use Districts. Refer to Section 537 for complete regulations.

P: Permitted

A: Accessory

C: Conditional

N: Null or not Permitted

Land Use	MU-N	MU-C	MU-R
Residential			
Townhome development	P	N	N
Multifamily dwellings (min. 3 units)	P	P	P (but see 537.07 Subd. 2a)
Live-work units	P	P	N
Assisted living facilities, nursing, rest homes	P	P	N
Other			
Adult businesses	N	P	P
Animal kennels	C	C	C
Assembly and manufacturing accessory and subordinate to retail use	N	A	A
Auto mechanical/body repair	N	C	C
Auto detailing	N	C	C
Auto rental facilities as an accessory to primary office or hotel use	N	A	A
Auto sales	N	N	C
Clinics	A ₋ *	P	P
Convenience store	P ₋ *	P	P

Day care facilities	P	P	P
Drive-up window or teller service	N	C	C
Firearms related uses	N	N	C
Funeral homes, mortuaries	N	P	N
Governmental buildings	A	P	A
Health or athletic clubs, spas, yoga studios	N	P	P
Hotel or motel (6 or more units)	N	P	P
Hospitals	N	N	P
Libraries, public	P	P	N
Offices	A	P	P
Parking	A	A	A
Police sub-station	P	P	P
Public utilities	A	A	A
Recreational facilities, noncommercial, principal use	P	P	P
Religious institutions	P	P	A
Restaurant, take-out only (Class IV)	P	P	P
Restaurant, fast food/convenience food (Class III)	N	C	C
Restaurant, traditional or cafeteria (Class II)	P	P	P
Restaurant, full service (Class I)	N	C	P
Retail, neighborhood services	P	P	P

Retail, general services	C	P	P
Retail, regional services	N	C	P
Schools, public or private	P	P	C
Service station	N	P	P
Service station/convenience store	N	P	P
Tattoo shops	N	P	P
Theaters, movie or live entertainment	N	N	P
Transit facilities	A	A	A

*Conditions apply, see section 537 for complete regulations.

(Amended, Bill No. 2011-13; 2011-19)

Section 11

Subsection 514.07, Subd. 2 of the Richfield City Code is amended to read as follows:

Subd. 2. Two-family dwellings, provided the following conditions are met:

- a) The lot shall abut an arterial or collector street;
- b) The lot area and width shall comply with Section 514.11, Subd. 2 of this code;
- c) Two (2) off-street parking spaces, one (1) of which must be enclosed in a garage, shall be provided for each dwelling unit;
- d) Private driveways, parking areas, turnaround areas and sidewalks shall comply with Section 514.05 Subd. 8 of this code;
- e) For new construction each dwelling unit shall contain at least ~~750~~960 square feet of interior floor space, and for conversion of a single-family dwelling to a two-family dwelling each unit shall contain at least 500 square feet of interior floor space. For the purpose of this subsection, interior floor space shall include the total horizontal area of the dwelling unit as measured from the interior walls of the unit; and
- f) The structure shall meet all setback requirements for two-family dwellings as indicated under Section 514.13, except that a single-family dwelling which does not meet the required two-family interior side setback

may be converted into a two-family dwelling if the dwelling is not expanded or if the expansion meets all applicable two-family dwelling requirements.

Section 12 A new Subsection 514.15, Subdivision 4 of the Richfield City Code to read as follows is added, and by now renumbering all following subdivisions accordingly:

Subd. 4. Parking requirement. For two-family, twin home dwellings and cluster home developments, there shall be provided on the site at least two (2) parking spaces per dwelling unit, of which at least one space per dwelling shall be enclosed in a garage.

Section 13 Subsection 529.11, Subd.1 of the Richfield City Code is amended to read as follows:

Subdivision 1. [Generally.] The following dimensional requirements apply to the S-O district. All dimensions are in feet unless otherwise noted.

Minimum lot width	Interior lot: 60	Corner lot: 75
Minimum lot area	8,000 square feet	
Maximum impervious surface coverage	75 percent	

Setbacks - building	Principal building	Accessory building
Front (see also Subd. 2)	30	30
<u>Rear</u>		
Adjacent to R, R-1 <u>or MR-1</u> District	15	8
Adjacent to non-R, R-1 <u>or MR-1</u> District	5	5
Interior side		
Adjacent to R, R-1 District	15	15

Adjacent to non-R, R-1 District	5	5
Street/corner side (see also Subd. 3)	12	12

Setbacks - parking (measured from property line)		
Front (but see Subd. 5)		8
Street/corner side (but see Subd 5)		8
Interior lot line		
Adjacent to R, R-1 <u>or</u> MR-1 District		10
Adjacent to non-R, R-1 <u>or</u> MR-1 District		5

Height limitations	Principal building	Accessory building
Maximum building height	30	15
Story limitations	2 stories	1 story

Section 14 Subsection 534.11, Subd.1 of the Richfield City Code is amended to read as follows:

Subdivision 1. The following dimensional requirements apply to the C-2 District. All dimensions are in feet unless otherwise indicated:

Minimum lot width	Interior lot: 75	Corner lot: 90
Minimum lot area	9,000 square feet	
Maximum impervious surface coverage		85 percent

Setbacks: building	Principal building	Accessory building
Front (see also Subd. 2)	35	35
Adjacent to arterial roads	See Subdivision 2	
Rear (see also Subd. 4)		
Adjacent to R, R-1 or MR-1 District	15	8
Adjacent to non-R, R-1 or MR-1 District	5	5
Street/corner side (but see Subd. 3)	25	25
Interior side (see also Subd. 4)		
Adjacent to R, R-1 or MR-1 District	15	8
Adjacent to non-R, R-1 or MR-1 District	0	0
Maximum building height (but see Subd. 5)	40	15
Story limitations	3 stories	1 story

Setbacks: parking	
Front (but see Subd. 6)	8
Street/corner side (but see Subd. 6)	8
Interior lot line	
Adjacent to R, R-1 or <u>MR-1</u> District	15
Adjacent to non-R, R-1 or <u>MR-1</u> District	5

(Amended, Bill No. 2011-13; 2011-19)

Subdivision 1. The following table establishes permitted, conditionally permitted and accessory uses for the Mixed Use Districts:

Table 1. Uses of the Mixed-Use District

Note—The following abbreviations are used within the use table:

P= permitted use

A= accessory use

C= conditionally permitted

N= not permitted

Use	MU-R	MU-C	MU-N
COMMERCIAL			
Regional retail services	P	C	N
General retail services	P	P	C
Neighborhood retail services	P	P	P
Restaurant Class I (serving alcohol)	P	C	N
Restaurant Class II (traditional/cafeteria)	P	P	P
Restaurant Class III (fast food/convenience)	C	C	N
Restaurant Class IV (take out only)	P	P	P
Service Station/convenience store	P	P	N
Convenience store	P	P	P
Offices and clinics	P	P	A
Hotel/motel (defined as 6 or more rooms)	P	P	N

Mortuaries and funeral chapels	N	P	N
Health or athletic clubs, spas, yoga studios	P	P	N
Theaters, movie or live entertainment	P	N	N
Auto sales or lease -new vehicles	C	N	N
Auto mechanical or body repair shops	C	C	N
Auto detailing	C	C	N
Auto rental facilities accessory to a primary office or hotel use	A	A	N
Assembly and manufacturing accessory and subordinate to a retail use	A	A	N
Drive-up window or teller service	C	C	N
Adult business establishments as defined and regulated under Subsection 1196 of the City Code	P	P	N
<u>Tattoo Shops</u>	<u>P</u>	<u>P</u>	<u>N</u>
Firearms related uses	C	N	N
Licensed day care facilities	P	P	P
Animal kennels	C	C	C
RESIDENTIAL			
Dwelling, townhouse	N	N	P
Dwelling, multifamily (min. 3 units)	P	P	P (but see 537.07, Subd. 2a)

Live - work units	N	P	P
Assisted living facilities, nursing, rest homes	N	P	P
INSTITUTIONAL/PUBLIC			
Places of worship	A	P	P
Government offices	A	P	A
Police sub-station	P	P	P
Schools	C	P	P
Library	N	P	P
Parks	P	P	P
Hospitals	P	N	N
Transit facilities	A	A	A
Public utility	A	A	A

(Amended, Bill No. 2011-13; 2011-19)

Section 16 Subsection 537.05, Subd.5 of the Richfield City Code is amended to read as follows:

Subd. 5. Restaurant Class III or Drive-Up Window or Teller Service. Uses with drive-up window or teller service provided the following conditions are met:

- a) No drive-up window or lane shall be adjacent to a public street;
- b) Drive-up uses shall be limited to one (1) service window which is part of a primary structure and no more than two (2) queuing lanes, unless approved along with additional landscaping, screening, or other improved pedestrian amenities such as fencing, seating, raised pedestrian crossings, etc.;
- c) Drive-up must be part of a multi-tenant mixed-use development. ~~Freestanding~~ bBuildings shall not have drive-up facilities unless they are

designed to minimize impacts to the pedestrian environment and adequately address circulation issues and potential noise or light pollution;

d) There shall be no curb cuts on public streets exclusively for the use of drive-up queuing or exit lanes. Drive-up traffic shall enter and exit from internal circulation drives;

e) Queuing space for at least 4 cars (70 feet) shall be provided per drive-up service lane as measured from, but, not including, the first drive-up service window or teller station. Such queuing space shall not interfere with parking spaces or traffic circulation;

f) Any drive-up service window, teller or order station, or exterior loudspeaker shall be located at least 150 feet from any parcel with residential uses on the first floor;

g) The applicant shall demonstrate that such use will not significantly lower the existing level of service on streets and intersections;

h) Alcoholic beverages shall not be served; and

i) Exterior speakers shall comply with the noise control limits set by Subsection 930 of the City Code.

Section 17

Subsection 542.03, Subd. 2 of the Richfield City Code is amended to read as follows:

Subd. 2. Minimum area. A PUD district shall contain not less than one (1) acre (43,560 square feet) in lot area. With respect to planned unit developments only, lot area may include (at the discretion of the Director), areas of the right-of-way that are improved and integral to the design of the project.

Section 18

Subsection 544.05 of the Richfield City Code is amended to read as follows:

544.05. Screening of refuse collection and utilitarian items.

Refuse collection, recycling and utilitarian elements shall be designed into the interior space of buildings. All delivery and loading operations, HVAC equipment, and other utility and service function shall be grouped and arranged away from the public right-of-way and fully screened from other public areas ground level observation at any point on the property, adjacent property, or from adjacent right-of-way (exception see (c)). Plans for screening enclosures must be shown on construction plans.

- a) Materials. Required screening may be achieved with fences, walls, earth berms, hedges, two (2) staggered rows of coniferous trees, a dense deciduous hedge, or other landscape materials. ~~All walls and fences shall be architecturally harmonious with the principal building.~~ Earth berms shall

not exceed a slope of 3:1 unless specially treated and approved. All walls and fences shall be architecturally harmonious with the principal building. The use of wood, in whole or in part, as a screening material for roof-top equipment shall not be considered as being architecturally compatible unless the building is constructed with a wood exterior. In cases where roof-top equipment may be visible from above, the Director will determine if the equipment must be painted to match the roof

- b) Locations. All required screening or buffering shall be located on the lot occupied by the use, building, facility, or structure to be screened. No screening shall be located on any public right-of-way or within eight (8) feet of the traveled portion of any street or highway.
- c) Site improvements or redevelopment consisting of less than a 100 percent increase in gross floor area where the above requirements are impossible to meet based on site constraints as judged by the Director shall conform to the following requirements:
 - i. All residential structures with more than three (3) units and all commercial, industrial, and institutional uses shall provide a screening enclosure for required dumpsters. Such enclosures shall be high enough to completely screen the dumpster from all property lines;
 - ii. Dumpster enclosures shall be constructed of durable, weather resistant materials which are properly anchored. Enclosure materials shall be similar to the principal building;
 - iii. Dumpster enclosures shall provide sufficient space for required dumpsters and additional space for storage of recyclable materials. In no case shall they exceed 600 square feet in area;
 - iv. Dumpster enclosures shall be located behind the front building line of the principal building (as extended to the side lot lines). Enclosures shall be set back not less than five (5) feet from any lot line or any other building on the premises, unless integrated into such building or approved by the Building Official; and
 - v. All dumpster enclosures shall have a concrete floor.

Section 19

Subsection 549.21, Subd. 4 of the Richfield City Code is amended to read as follows:

Subd. 4. Banners and other temporary signs. Banners and other temporary signs, where permitted, are subject to the following standards: (Amended, Bill No. 2011-13)

- a) Banners shall be attached to a structure, shall be strongly constructed, and shall be securely attached to their supports;

- b) Banners and other temporary signs shall be removed (including all framework and supports) as soon as damaged or torn;
- c) There shall be no more than one (1) banner per tenant on any building frontage (see Subsection 549.23 for size allowances);
- d) Due to the construction methods of banners and other temporary signs and their tendency toward damage, ~~no banner~~ none may be displayed for more than 28 days; and
- e) No more than four (4) temporary sign permits shall be issued to any business organization or institution within any calendar year.

Section 20

Subsection 549.23, Subd. 1 of the Richfield City Code is amended to read as follows:

Subd. 1. Residential Districts.

- a) Within residential zoning districts, freestanding signs are permitted as follows:

District	Maximum sign area of single sign	Maximum height	Total area of all freestanding signs
R, R-1, MR-1	6 square feet	6 feet	12 square feet
MR-2, MR-3	24 square feet	8 feet	36 square feet
<u>Permitted Nonresidential Uses</u>	50 square feet	25 feet	100 square feet

- b) Within residential zoning districts, wall signs are permitted as follows:

District	Maximum sign area of single sign
R, R-1, MR-1	Not permitted except as required by Section 549.21, Subd. 3.
MR-2, MR-3	10 percent of total wall area of the wall to which sign is attached
<u>Permitted Nonresidential Uses</u>	15 percent of the total wall area of the wall to which sign is attached

Section 21 Appendix I, Section 3, Clause (91) of the Richfield City Code is amended to read as follows:

(91) M-5 (SW corner, 64th and ~~Lyndale~~Nicollet). Lot 1, Block 8, Rearrangement of Nicollet Homes 2nd Addition.

Section 22 The Richfield City Code is amended by repealing Subsection 507.07, Subdivisions 26 and 101

Section 23 This Ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

Passed by the City Council of the City of Richfield, Minnesota this ____ day of _____, 2014.

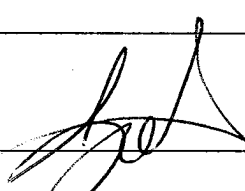
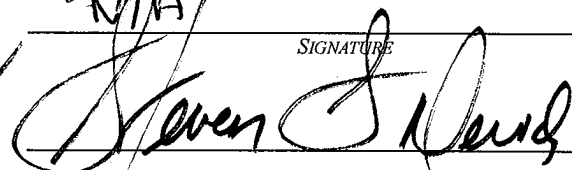
Debbie Goettel, Mayor

ATTEST:

Nancy Gibbs, City Clerk



STAFF REPORT
CITY COUNCIL MEETING
MAY 13, 2014

REPORT PREPARED BY:	MELISSA POEHLMAN, CITY PLANNER
	NAME, TITLE
DEPARTMENT DIRECTOR REVIEW:	<input checked="" type="checkbox"/> 
	SIGNATURE
OTHER DEPARTMENT REVIEW:	<input checked="" type="checkbox"/> NDA
	SIGNATURE
REVIEWED BY CITY MANAGER:	<input checked="" type="checkbox"/> 
	SIGNATURE

ITEM FOR COUNCIL CONSIDERATION:

Consider an amendment to the Final Development Plan and Conditional Use Permit for the Richfield-Bloomington Honda and Mitsubishi Planned Unit Development. The proposed amendment requests the addition of parking on the roof of the Honda building as well as minor site and material changes.

I. RECOMMENDED ACTION:

By Motion: Approve the attached resolution for an amended Planned Unit Development, Conditional Use Permit and Final Development Plan for Richfield-Bloomington Honda.

II. EXECUTIVE SUMMARY

Last June, the City Council approved redevelopment plans for a new Richfield-Bloomington Honda and Mitsubishi campus along Interstate 494. The Mitsubishi building is under construction now and construction of the Honda building is expected to begin late spring or early summer. In the course of preparing final building plans, the project has undergone a revision that is mathematically large enough to require Council approval of an amendment. The anticipated impact of the changes; however, are minimal.

The revised Honda project will include the addition of 143 parking stalls on the roof of the Honda building. The roof-top will be used to store vehicles requiring minor

service, but not body work. The applicant has supplied perspectives illustrating the fact that these cars will not be visible from ground-level. This modification also allows Honda to add a second level of cantilevered display space on the south side of the building; making for a more dramatic view from Interstate 494.

The developer is also requesting a change in the primary exterior building material from EIFS to precast concrete. The precast will be sandblasted to expose the underlying aggregate and the actual look of the building will not significantly change. The type and color of precast proposed was recently used in the construction of the Luther Brookdale Honda facility.

Additional minor changes to the building footprint have been made which will decrease the front setback by approximately six feet and increase interior square footage slightly along both the west and south sides of the building. Both of these changes will bring the project closer to full compliance with underlying Mixed Use District requirements.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

- The property was rezoned from Mixed Use – Regional to Planned Mixed Use in 2013.
- The Comprehensive Plan guides the property for Regional Commercial and/or Office use.

B. POLICY

Planned Unit Developments are intended to encourage the efficient use of land and resources and to encourage innovation in planning and building. In exchange for these efficiencies and superior design, flexibility in the application of dimensional requirements is available.

There are a number of different sets of review criteria that apply to this proposal. The following provides a summary of the specifics related to this amendment; a full discussion of all requirements is included as an attachment to this report.

- More than a five percent change in the number of parking spaces or any change in approved building setbacks for a Planned Unit Development is considered a major amendment. Major amendments are to be considered by the Planning Commission at a public hearing and decided upon by the Council.
 - **Parking** – The parking to be added is on the roof of the approved building. It will not add additional impervious surface or significantly change the appearance of the building/site from ground level. The roof-top vehicles will be visible to guests on the upper floor(s) of the Sheraton Four Points Hotel, as will the surface parking.
 - **Setbacks** – There will be a small decrease in the front setback as the building is expanded to the north. The

proposal will reduce the front setback from 28 feet to 22 feet, bringing the building closer to compliance with the maximum 15-foot setback in this District.

- Changes to building materials, parking lot/island configuration and slight increases to building area are considered minor amendments and are generally reviewed at the staff level.
 - **Building materials** – The primary material will change from EIFS to precast concrete. The proposed finish will be the same and there will be little to no noticeable difference.
 - **Parking lot configuration** – Minor changes to parking islands have been made in order to accommodate an enlarged trash room and stairwell. There have been no overall changes to impervious surface.
 - **Building floor area** – The interior floor area of the building has increased from 107,000 sq. ft. to 118,000 sq. ft. Roof parking is not included in this calculation. The increased square footage is in keeping with the Regional Commercial/Office designation.

C. CRITICAL TIMING ISSUES

- **60-DAY RULE:** The 60-day clock 'started' when a complete application was received on April 14, 2014. A decision is required by *June 13, 2014* OR the Council must notify the applicant that it is extending the deadline (up to a maximum of 60 additional days or 120 days total) for issuing a decision.

D. FINANCIAL

- The required application processing fee has been paid.

E. LEGAL

- A public hearing was held before the Planning Commission on April 28, 2014.
- Notice of the required public hearing was published in the Sun Current newspaper and mailed to properties within 350 feet of the project area.
- No members of the public spoke at the public hearing.
- The Planning Commission recommended approval (5-0).

F. ENVIRONMENTAL CONSIDERATIONS

- N/A

IV. ALTERNATIVE RECOMMENDATION(S)

- Approve the attached resolution with additional and/or modified stipulations.
- Deny the request with findings that it does not meet City requirements.

V. ATTACHMENTS

- Resolution
- Required Findings
- Proposed Plans
- Planning & Zoning Maps

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- Tim Carter, General Manager of Richfield-Bloomington Honda
- John Oney, Architectural Alliance

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AMENDMENT TO THE
FINAL DEVELOPMENT PLAN AND CONDITIONAL USE PERMIT
FOR A PLANNED UNIT DEVELOPMENT**

**AT 401-77TH STREET WEST, 501-77TH STREET WEST, 7724 HARRIET AVENUE,
400-78TH STREET WEST, 500-78TH STREET WEST AND 520-78TH STREET WEST**

WHEREAS, an application has been filed with the City of Richfield which requests approval of an amendment to the Final Development Plan and Conditional Use Permit for a Planned Unit Development to allow construction of an automobile dealership and service campus at 401 – 77th Street West, 501 – 77th Street, 7724 Harriet Avenue, 400 – 78th Street West, 500 – 78th Street West and 520 – 78th Street West and legally described in the attached Exhibit A:

WHEREAS, the Planning Commission of the City of Richfield held a public hearing and recommended approval of the requested amendment at its April 28, 2014 meeting; and

WHEREAS, notice of the public hearing was published in the Sun-Current and mailed to properties within 350 feet of the subject property on April 17, 2014; and

WHEREAS, the request meets those requirements necessary for approving a planned unit development as specified in Richfield's Zoning Code, Section 542.09, Subd. 3 and as detailed in City Council Staff Report No. _____; and

WHEREAS, the request meets those requirements necessary for approving a Conditional Use Permit as specified in Richfield's Zoning Code, Section 547.09, Subd. 6 and as detailed in City Council Staff Report No. _____; and

WHEREAS, the City has fully considered the request for approval of the amended Planned Unit Development, Final Development Plan and Conditional Use Permit; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota, as follows:

1. The City Council adopts as its Findings of Fact the WHEREAS clauses set forth above.
2. A amended Planned Unit Development, Final Development Plan and Conditional Use Permit are approved for an automobile dealership and service campus as described in City Council Report No. ____, on the Subject Property legally described in Attachment A.
3. The approved Planned Unit Development, Final Development Plan and Conditional Use Permit are subject to the following conditions:
 - A recorded copy of the approved resolution must be submitted to the City prior to the issuance of a building permit.
 - A recorded copy of the approved resolution must be submitted to the City prior to the issuance of a building permit.

- The property must be platted and the plat recorded prior the issuance of a building permit.
 - All conditions of the previous Planned Unit Development remain in effect.
 - The applicant is responsible for obtaining all required permits, compliance with all requirements detailed in the City's Administrative Review Committee Reports dated May 9, 2013 and April 8, 2014, and compliance with all other City and State regulations.
 - Prior to the issuance of an occupancy permit the developer must submit a surety equal to 125% of the value of any improvements not yet complete.
4. The approved Planned Unit Development, Final Development Plan and Conditional Use Permit shall expire one year from issuance unless the use for which the permit was granted has commenced, substantial work has been completed or upon written request by the developer, the Council extends the expiration date for an additional period of up to one year, as required by the Zoning Ordinance, Section 547.09, Subd. 9.
5. The approved Planned Unit Development, Final Development Plan and Conditional Use Permit shall remain in effect for so long as conditions regulating it are observed, and the Conditional Use Permit shall expire if normal operation of the use has been discontinued for 12 or more months, as required by the Zoning Ordinance, Section 547.09, Subd. 10.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of May, 2014.

Debbie Goettel, Mayor

ATTEST:

Nancy Gibbs, City Clerk

EXHIBIT A

LEGAL DESCRIPTIONS

Parcel 1:

That part of the East 150 feet of the West Half of the East half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 34, Township 28, Range 24, lying South of the North 30 feet thereof and lying Northerly of State Highway, according to the United States Government Survey thereof and situate in Hennepin County, Minnesota.

520 78th Street West

Parcel 2:

The South 44 feet of the North 324 feet of the East Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 34, Township 28, Range 24, Hennepin County, Minnesota.

7724 Harriet Avenue South

Parcel 3:

That part of the East Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 34, Township 28, Range 24, Hennepin County, Minnesota, lying South of the North 324 feet thereof and lying North of the Northerly right of way line of Highway No. 494 as acquired under Final Certificate filed as Document Number 3417875, except the East 30 feet thereof.

500 78th Street West

Parcel 4:

The North 280 feet of the East Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 34, Township 28, Range 24, Hennepin County, Minnesota, except the North 30 feet and the East 30 feet thereof, Hennepin County, Minnesota.

501 West 77th Street

Parcel 5:

The South 45 feet of the North 75 feet of the North 230 feet of the West Quarter of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 34, Township 28, Range 24, Hennepin County, Minnesota.

401 77th Street W

Parcel 6

Parcel A:

That part of the East 65 feet of the West one-fourth of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 34, Township 28, Range 24, lying South of the North 314.25 feet thereof, and lying Northerly of a line running from a point in the East line of the West one-fourth of said Southeast Quarter of the Southwest Quarter of the Southwest Quarter distant 120 feet North of the Southeast corner thereof, to a point in

the West line of said Southeast Quarter of the Southwest Quarter of the Southwest Quarter, distant 150 feet North of the Southwest corner thereof, Hennepin County, Minnesota.

Torrens Property, Certificate No. 711184

Parcel B:

That part of the West-one fourth of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 34, Township 28, Range 24, lying South of the North 230 feet thereof and lying Northerly of the following described line running from a point in the East line of the West one-fourth of said Southeast Quarter of the Southwest Quarter of the Southwest Quarter distant 120 feet North of the Southeast corner thereof to a point in the West line of said Southeast Quarter of the Southwest Quarter of the Southwest Quarter distant 150 feet North of the Southwest corner thereof, except the part of the East 65 feet of said tract lying South of the North 84.25 feet thereof, according to the United States Government Survey thereof and situate in Hennepin County, Minnesota.

Torrens Property, Certificate No. 711184

Parcel C:

All that part of the East Three Quarters of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 34, Township 28 North, Range 24, West of the 4th Principal Meridian, lying West of the East 330 feet, thereof and South of the North 220 feet thereof and North of the North line of State Highway, according to the United States Government Survey thereof and situate in Hennepin County, Minnesota.

Abstract Property

Parcel D:

The North 220 feet of all that part of the East Three Quarters of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 34, Township 28 North, Range 24, West of the 4th Principal Meridian, lying West of the East 330 feet thereof. ALSO: The South 155 feet of the North 230 feet of the West Quarter of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter, Section 34, Township 28, Range 24, according to the United States Government Survey thereof and situate in Hennepin County, Minnesota.

Abstract Property

Required Findings

Findings required for an amendment to a PUD are the same as those required for the original PUD approval. The minor nature of the proposed changes leaves these findings largely unchanged. Additional text related specifically to this amendment is shown in blue.

Part 1: Development proposals in the Mixed Use Districts shall be reviewed for compliance with the following (537.01, Subd.2):

1. *Consistency with the elements and objectives of the City's development guides, including the Comprehensive Plan and any redevelopment plans established for the area.* The City's Comprehensive Plan designates these properties as Regional Commercial/Office parcels within the "urban village" framework of the I-494 Corridor Master Plan ("Master Plan"). The entire I-494 Corridor ("Corridor") is envisioned as an area of multiple story buildings that are more densely developed than the surrounding area. The vision aims to make the Corridor more unique and identifiable, urban in character, pedestrian-friendly, economically viable and ultimately, more livable. As envisioned in its final form, including the proposed multi-story parking structure, this proposal exemplifies the changes desired in this area. In its interim form, without the parking structure, the proposal makes great strides in many aspects of site and building design (I-494 "green edge," 77th Street as a "great street", parking behind buildings, buildings that front the street with entries and interesting shop windows); however, falls far short of the building coverage and overall site density that the Community envisioned in the Master Plan. Honda is requesting an extended phasing time in order to absorb the space constructed originally and then to construct the parking ramp with a potential shared internal service facility (pre-sale inspection, repair, etc.) in 2020. Given the magnitude of the changes and investment on the site, it is reasonable to assume that Honda has every intention of increasing their sales and inventory to a point that will necessitate the multi-story parking structure and has submitted documentation indicating as much. Staff recommends that land use approvals include a requirement for construction of the proposed ramp by December 31, 2020. Beginning in 2015, the property owner and local manager must meet with City staff to discuss progress toward this goal. A PUD amendment and building permit are necessary prior to construction. If a building permit has not been requested by June 1, 2020, the property owner must return to the Council to request an extension or amendment to the approved Planned Unit Development.

2. *Consistency with the regulations of the Mixed Use Districts as described by Section 537 of the Code.* The proposed development meets the intent of the Mixed Use District regulations. The proposal deviates from regulations as follows:

- Use – The Mixed Use Districts allow auto rental as an accessory to office and hotel uses. Honda proposes to include a small accessory auto rental business that would primarily serve Honda and Mitsubishi

service customers. Staff believes that this is substantially similar to what the Code allows and recommends approval with the condition that no signage or advertising, with the exception of directional signage, for the auto rental business be permitted.

- Building coverage – In the two Mixed Use Districts that provide for primarily commercial development, the minimum building coverage requirements are 30 percent (MU-C) and 50 percent (MU-R). The proposed amendment will increase initial building coverage from 22 to 23 percent. Building coverage will again increase when the 47,000 sf parking structure is constructed.
- Impervious surface – The maximum impervious surface allowed is 85 percent of the site. The existing parcels are 86.6 percent impervious and the proposal is for a site that will be 86.5 percent impervious. Additional underground infiltration will be provided. When included, the overall impervious area decreases to 85.9 percent. The proposal does not strictly meet requirements; however, the situation is improved and the green space provided is in keeping with the intent of the District regulations. The site will provide a significant amount of usable outdoor open space (8.2 percent); where none is available now. Parking lot islands will also increase from 4.9 percent of the parking lot to 6.5 percent.
- Setbacks –
 - The proposed buildings exceed the maximum front setback limit of 15 feet. The proposed Mitsubishi building is set back 25 feet and the original Honda plans called for a setback of approximately 28 feet. The proposed amendment will decrease this setback to 22 feet and bring it closer to compliance with guiding district regulations. Of the existing buildings, the nearest to the road (LaMettry) is set back over 40 feet. Other existing buildings are set back over 100 feet from the right-of-way. The area between the proposed buildings and the street will be used for vehicle display and include substantially improved landscaping and pedestrian lighting that will coordinate with other newer developments along 77th Street.
 - A buffer yard of 15 feet is required to separate auto sales businesses from all adjacent parcels. Honda proposes buffers of 10-12 feet, which maintains or expands upon the existing setbacks. Additional landscaping shall be provided to better screen the new dealership.
 - A 15-foot landscape buffer is required along I-494. In this particular area, there is a sound wall along the Interstate that would make this buffer yard largely invisible. To meet the intent of the regulation (creating an attractive, landscaped view of the City from I-494), the applicant has proposed a number of substantial landscape islands set farther back from the property line and therefore visible from the highway.

3. *Creation of a design for structures and site features which promotes the following:*

- i. *An internal sense of order among the buildings and uses.* The location of buildings, drives, amenities and walkways provide a safe and accessible site that will adequately serve everything from large tractor-trailer delivery trucks to pedestrians.
- ii. *The adequacy of vehicular and pedestrian circulation, including walkways, interior drives and parking in terms of location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic and arrangement and amount of parking.* See above (i).
- iii. *Energy conservation through the design of structures and the use of landscape materials and site grading.* The proposal includes many sustainable design practices including use of only local/native landscaping plants, changing/shower facilities for employees, a "white" roofing membrane, a carwash recycle system to reclaim 90 percent of the water used and more. A full list of sustainable strategies is provided in the attached letter from Architectural Alliance.
- iv. *The minimization of adverse environmental effects on persons using the development and adjacent properties.* The proposed design includes improved buffering and landscaping along property boundaries and significantly reduced light levels. These modifications are anticipated to improve conditions for adjacent properties. No adverse impacts are anticipated.

Part 2: The following findings are necessary for approval of a PUD application (542.09 Subd. 3):

1. *The proposed development conforms to the goals and objectives of the City's Comprehensive Plan and any applicable redevelopment plans.* See above – Part 1, #1.
2. *The proposed development is designed in such a manner as to form a desirable and unified environment within its own boundaries.* See above – Part 1, #3.
3. *The development is in substantial conformance with the purpose and intent of the guiding district, and departures from the guiding district regulations are justified by the design of the development.* The development is in substantial compliance with the intent of the guiding MU Districts. Deviations from MU and Performance Standard regulations have been allowed in order to accommodate particular conditions of the site (Interstate soundwall), existing conditions and project staging needs. All deviations are consistent with the intent of the MU District regulations.

4. *The development will not create an excessive burden on parks, schools, streets or other public facilities and utilities that serve or area proposed to serve the development.* The City's Public Works, Engineering and Recreation Departments have reviewed the proposal and do not anticipate any issues.
5. *The development will not have undue adverse impacts on neighboring properties.* No undue adverse impacts are anticipated. Site improvements are expected to improve conditions in regard to adjacent properties.
6. *The terms and conditions proposed to maintain the integrity of the plan are sufficient to protect the public interest.* The final development plan, which establishes the terms and conditions of the development, meets this requirement.

All uses are conditional uses in the PMU District. The findings necessary to issue a Conditional Use Permit (CUP) are as follows (Subd. 547.09, Subd. 6):

1. *The proposed use is consistent with the goals, policies, and objectives of the City's Comprehensive Plan.* See above – Part 1, #1.
2. *The proposed use is consistent with the purposes of the Zoning Code and the purposes of the zoning district in which the applicant intends to locate the proposed use.* The use is consistent with the intent of the Planned Mixed Use District and the underlying Mixed Use Districts. The proposal provides a "destination oriented commercial" use at what will be (with the multi-level parking ramp) an increased level of density/intensity. The site plan includes pedestrian-oriented building siting, improved landscaping, and attractive public and private spaces with a pedestrian and bicycle friendly character.
3. *The proposed use is consistent with any officially adopted redevelopment plans or urban design guidelines.* The proposal includes additional landscaping and pedestrian elements called for as part of the 77th Street Corridor.
4. *The proposed use is or will be in compliance with the performance standards specified in Section 544 of this code.* The proposed development is in substantial compliance with City performance standards. Deviation from Code requirements is requested as follows:
 - Signs – 1) The applicant is proposing three pylon signs and permission to construct a fourth should an additional dealership join the proposed campus. The proposed signs would all be 35 feet tall. This is the height of the existing sign, but exceeds the maximum height limit by eight feet. The square footage of the proposed signs is well within City allowances. 2) Plans for "The Boulevard" (vacated and redesigned Harriet Avenue) include entry elements on either side of the street. The proposed architectural walls will wrap around benches

and include dealership emblems on either side of the bench. The walls are proposed to extend up to the right-of-way line. While sign requirements state that all aspects of signage must be set back a minimum of five feet from the right-of-way, the advertising aspect of these elements is limited. So long as the proposed walls maintain a three-foot setback from the sidewalk to prevent damage from snowplowing, staff supports the requested modification.

- Lighting – Existing light levels at the Honda dealership exceed 90 footcandles; City Code allows 4.0 footcandles maximum in surface parking lots. The proposal reduces overall light limits significantly. The proposed maximum is 14 footcandles. Light levels adjacent to neighboring properties meet City requirements.

5. *The proposed use will not have undue adverse impacts on governmental facilities, utilities, services, or existing or proposed improvements.* The City's Public Works and Engineering Departments have reviewed the proposal and do not anticipate any adverse impacts.

6. *The use will not have undue adverse impacts on the public health, safety, or welfare.* Adequate provisions have been made to protect the public health, safety and welfare.

7. *There is a public need for such use at the proposed location.* The City's long-term plans call for regional commercial uses in this area.

8. *The proposed use meets or will meet all the specific conditions set by this code for the granting of such conditional use permit.* This requirement is met.




EXISTING AERIAL
SCALE: N/A

RICHFIELD BLOOMINGTON HONDA
 501 W 77TH ST RICHFIELD, MN 55423



**NOT FOR
CONSTRUCTION**

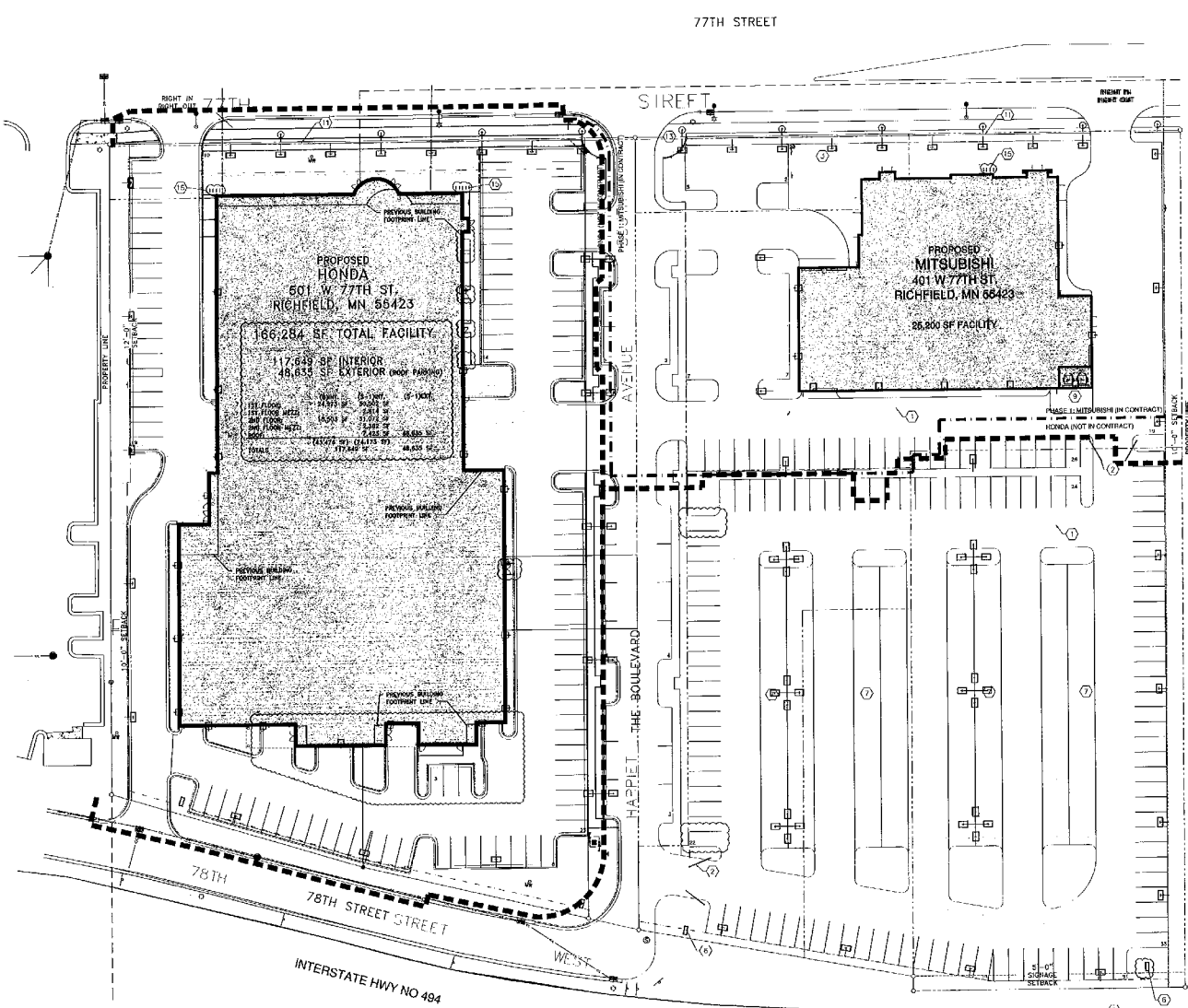
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 CD 10/10
 CD 10/10
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Revision: **01/18/2014**
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ARCHITECTURAL ALLIANCE
 10000 13th Ave S, Suite 100
 Minneapolis, MN 55426
 (612) 835-1100
 www.aalliance.com

Project Number: **A13-014**
 Sheet Title: **EXISTING AERIAL PLAN**
 Date: 01/18/2014
 Scale: **1.00**



1 PROPOSED SITE PLAN (SURFACE PARKING)
 SCALE 1" = 30'

SITE ANALYSIS		(0.88 acres) 380,307 sq ft
Site Area:		
Building Footprints:		
Existing Building Footprints		160,200 sq ft
Proposed Building Footprints		14,084 sq ft
Total Building Footprints		
75,725 sq ft		
Set Backs:		
Front Yard (from street setback)	Required: 10' parking/10' display	Provided: 10' parking/10' display
Side Yard Setback	10' or 15'	10' or 15'
Back Yard	15' or 10'	0
Permitted Site Area:		
From an Area	Required	Provided
From an Area (not including setbacks)	100% of the lot	100%
Usable Area:		
Usable Area (not including setbacks)	Required	Provided
Usable Area (not including setbacks)	20' or 20'	4.0%
Usable Area (not including setbacks)	10' or 20'	7.8%
Parking Island Area:		
Area of parking island	Required	Provided
Parking Count:	Required	Provided
Signage: Type (4 2 per bay)		
Signage: Type (4 2 per bay)	Required	Provided
Signage: Type (4 2 per bay)	20	20
Total Additional Parking Provided		
250		
Additional Parking Provided:		
Additional Parking Provided	Required	Provided
Additional Parking Provided	10' or 20'	10'
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Additional Parking Provided</		

RICHFIELD BLOOMINGTON HONDA
 501 W 77TH ST RICHFIELD, MN 55423



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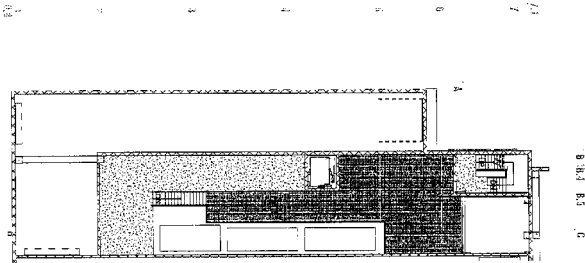
Reiner Construction Corporation
 1011 1st St S
 Minneapolis, MN 55404
 Phone: 612.331.2000
 Fax: 612.331.2001
 Email: info@reinerconstruction.com
 Website: www.reinerconstruction.com

Project Name: A13-014
 Title: PROPOSED SITE PLAN (SURFACE PARKING)
 Date: 10.01.04

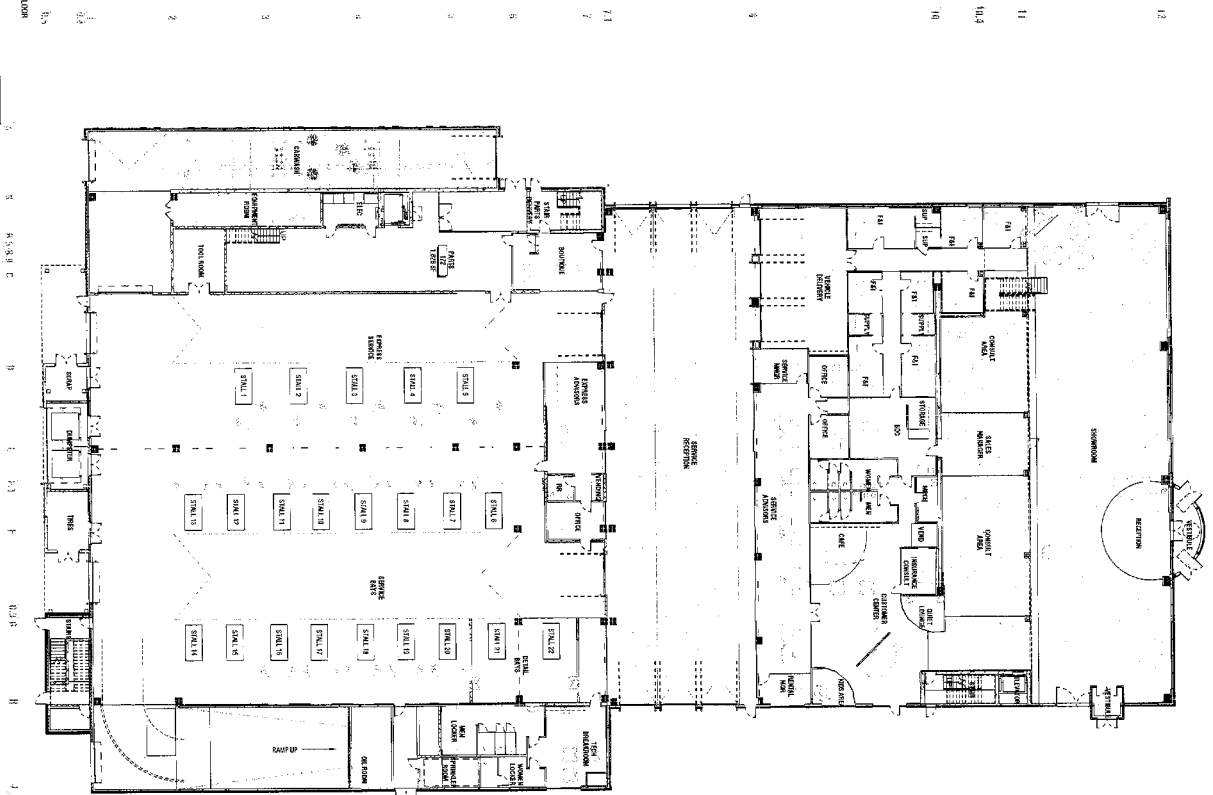
ARCHITECTURAL ALLIANCE
 1011 1st St S
 Minneapolis, MN 55404
 Phone: 612.331.2000
 Fax: 612.331.2001
 Email: info@architecturalalliance.com
 Website: www.architecturalalliance.com

1.01A

2 PLAN
SCALE 1/8" = 1'-0"

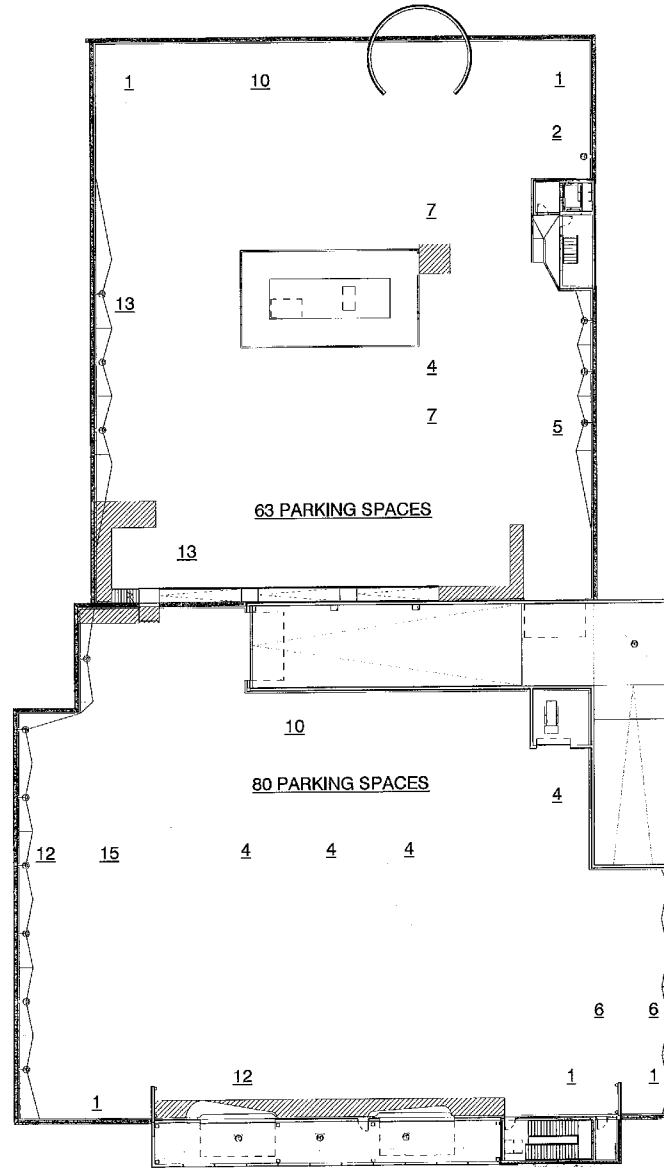


1 PLAN
SCALE 1/8" = 1'-0"



ROOF PARTING
1 PLAN
 SCALE 1/16" = 1'-0"

143 TOTAL SPACES



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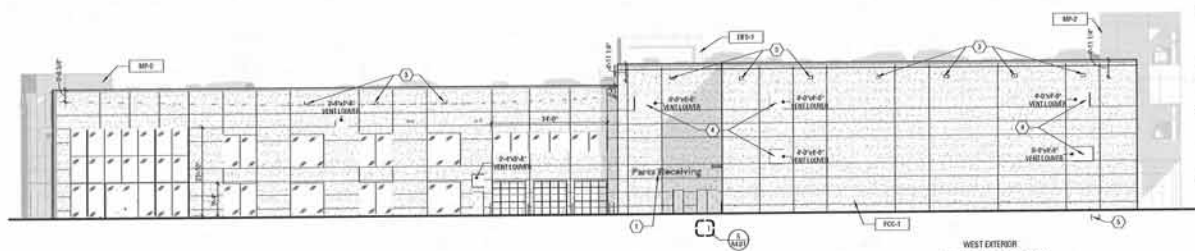
☒ Preliminary 04/16/14
☐ Revised
☐ Final Call
☐ Construction

Revision
 1 03/20/2014
 2
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 4

Renler Construction Corporation
 COMMERCIAL

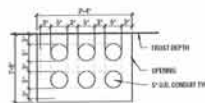
ARCHITECTURAL ALLIANCE
 1100 W 77TH ST, SUITE 100
 RICHFIELD, MN 55423
 (612) 885-1100
 www.a2aarchitects.com

Project Number: A13-008
 Sheet Title: OVERALL THIRD FLOOR PLAN
 Sheet Number: A3.13

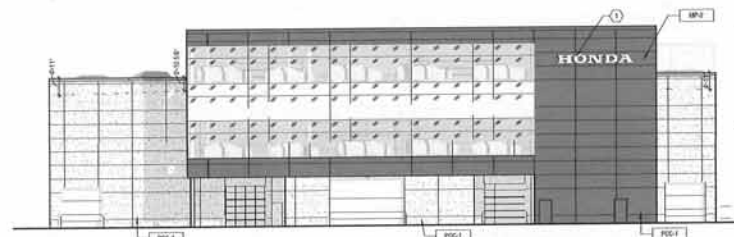


WEST EXTERIOR
ELEVATION
SCALE 1/16" = 1'-0"

- TO STEEL STRUCT - SOUTH ROOF 10'-0"
- TO PARAPET SERVICE 14'-0"
- ROOF SERVICE 14'-0"
- TO PARAPET SERVICE 14'-0"
- ROOF SERVICE 14'-0"
- 2ND FLOOR MEZZANINE - PARTS 10'-0"
- 2ND FLOOR SERVICE 10'-0"
- 2ND FLOOR SERVICE 10'-0"
- 1ST FLOOR MEZZANINE - PARTS 10'-0"
- 1ST FLOOR SERVICE 10'-0"

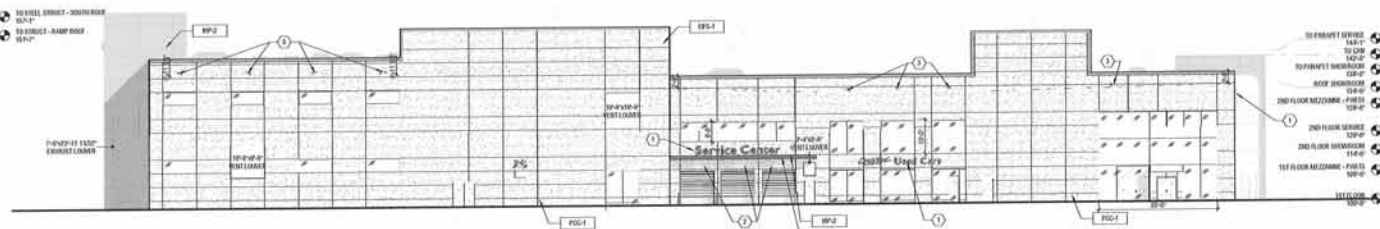


Detail Electric Conduit Penetration
SCALE 3/4" = 1'-0"



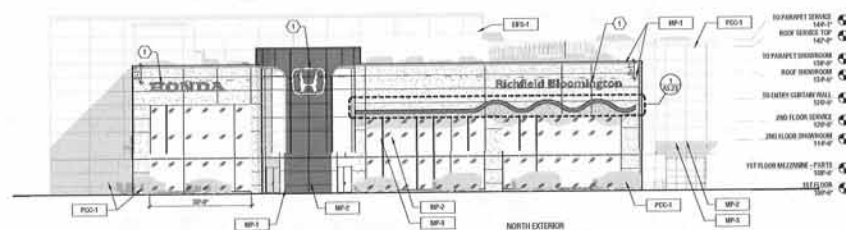
SOUTH EXTERIOR
ELEVATION
SCALE 1/16" = 1'-0"

- TO STEEL STRUCT - SOUTH ROOF 10'-0"
- TO PARAPET SERVICE 14'-0"
- ROOF SERVICE 14'-0"
- 2ND FLOOR MEZZANINE - PARTS 10'-0"
- 2ND FLOOR SERVICE 10'-0"
- 1ST FLOOR MEZZANINE - PARTS 10'-0"
- 1ST FLOOR SERVICE 10'-0"



EAST EXTERIOR
ELEVATION
SCALE 1/16" = 1'-0"

- TO STEEL STRUCT - SOUTH ROOF 10'-0"
- TO PARAPET SERVICE 14'-0"
- TO PARAPET SERVICE 14'-0"
- ROOF SERVICE 14'-0"
- 2ND FLOOR MEZZANINE - PARTS 10'-0"
- 2ND FLOOR SERVICE 10'-0"
- 2ND FLOOR SERVICE 10'-0"
- 1ST FLOOR MEZZANINE - PARTS 10'-0"
- 1ST FLOOR SERVICE 10'-0"



NORTH EXTERIOR
ELEVATION
SCALE 1/16" = 1'-0"

- TO PARAPET SERVICE 14'-0"
- ROOF SERVICE 14'-0"
- TO PARAPET SERVICE 14'-0"
- ROOF SERVICE 14'-0"
- TO ENTRY CURTAIN WALL 10'-0"
- 2ND FLOOR SERVICE 10'-0"
- 2ND FLOOR SERVICE 10'-0"
- 1ST FLOOR MEZZANINE - PARTS 10'-0"
- 1ST FLOOR SERVICE 10'-0"

GENERAL NOTES

- REVEALS TO ALIGN WITH ADJACENT MATERIALS AND WORK
- WORK ON OPENING LIDS
- ALL CORING TO MATCH ADJACENT WALL THICK

CODED NOTES - ELEVATION

SYMBOL	DESCRIPTION	NOTES
MP-1	EXTERIOR INSULATION FINISH SYSTEM	HONDA CORP. HONDA
MP-2	BREAK METAL	HONDA CORP. HONDA
MP-3	METAL PANEL	HONDA CORP. HONDA
MP-4	METAL PANEL	HONDA CORP. HONDA
MP-5	PRECAST CONCRETE	WHITE INTERIOR COLOR (SANDBLAST FINISH)

CODED NOTE - ELEVATION BUILDING

- 1. BUILDING ELEVATION
- 2. ELEVATION ELEVATION ELEVATION
- 3. ELEVATION ELEVATION ELEVATION
- 4. ELEVATION ELEVATION ELEVATION
- 5. ELEVATION ELEVATION ELEVATION

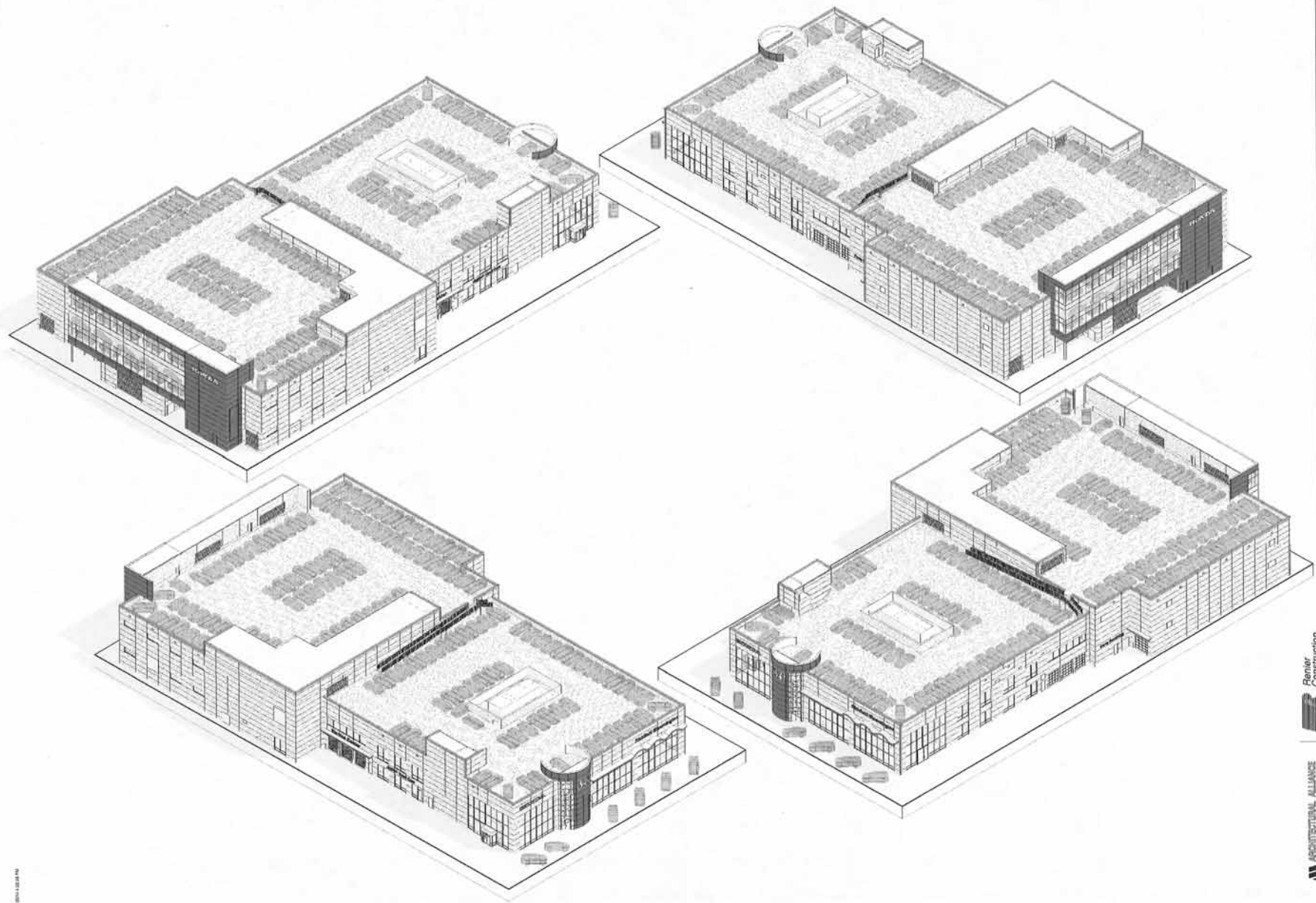
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501 W 77TH ST RICHFIELD, MN 55423



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Project Number: A13-008
Drawing Title: BUILDING ELEVATIONS
Scale: 1/16" = 1'-0"



RICHFIELD BLOOMINGTON HONDA
501 W 77TH ST RICHFIELD, MN 55423



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Strategy	
■ Parking	151, 151, 151
□ Site	
□ Roadside	
□ Surroundings	
Options	
□	
□	
□	
□	



Project Number: A13-008
Client: 3D NEW
Sheet Number: A4.02



4 SOUTH PERSPECTIVE 02
SCALE



3 SOUTH PERSPECTIVE 01
SCALE



2 NORTH PERSPECTIVE 02
SCALE



1 NORTH PERSPECTIVE 01
SCALE

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501 W 77TH ST RICHFIELD, MN 55423



NOT FOR
CONSTRUCTION

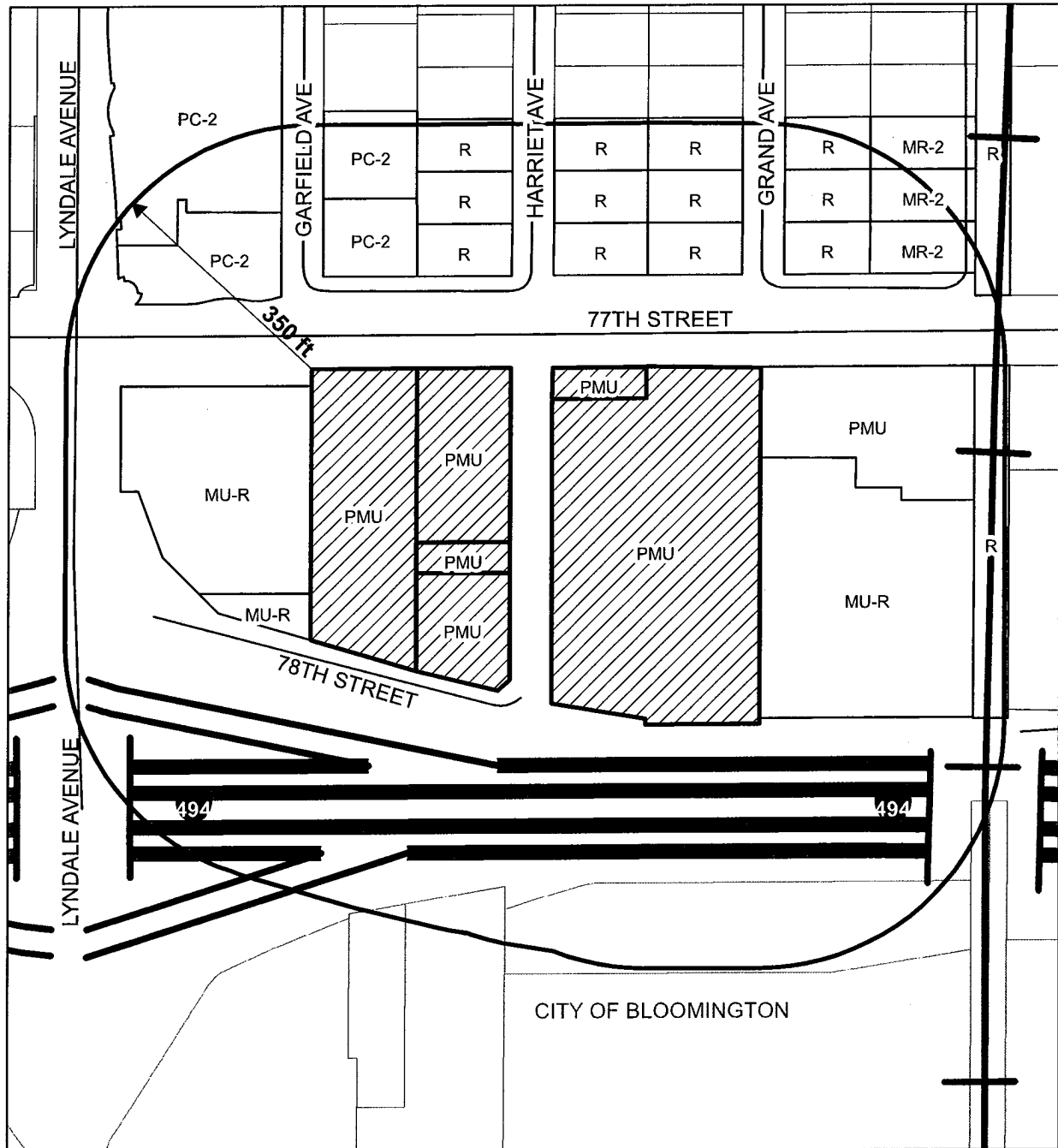
Project Number	01-00-001
Client	
Architect	
Engineer	
Interior Designer	
Other	



ARCHITECTURAL ALLIANCE
3D PERSPECTIVES
FROM ROADS
A4.04

501 77TH ST W - 5/2014 APUD

Surrounding Zoning



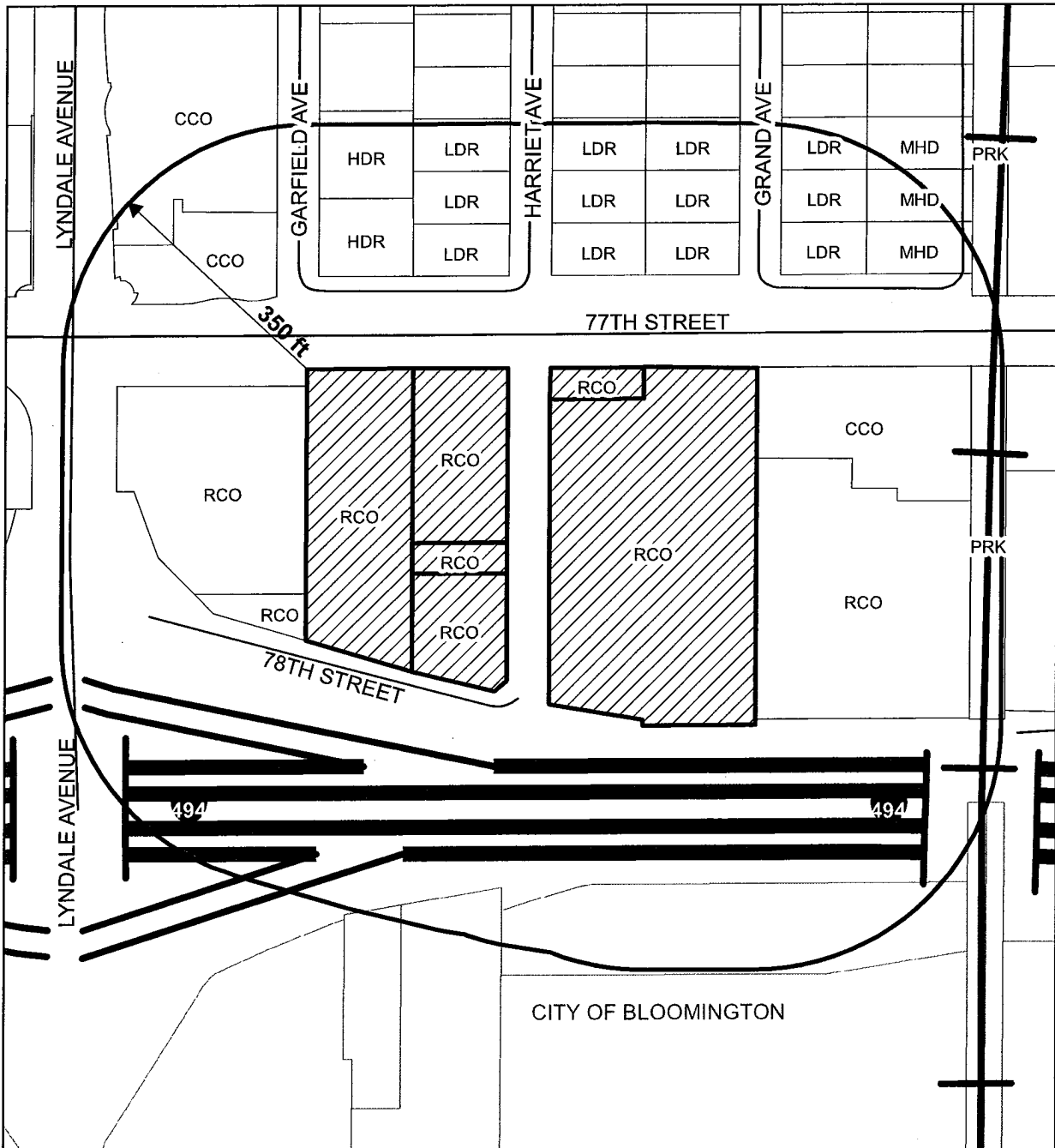
0 100 200 400 600 800 1,000 Feet

MU-R - Mixed-Use Regional
 PMU - Planned Mixed Use
 PC-2 - Planned General Commercial
 R - Single Family Residential
 MR-2 - Mutli-Family



501 77TH ST W - 5/2014 APUD

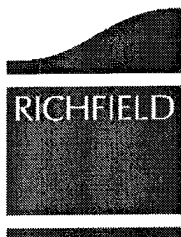
Surrounding Comprehensive Plan



0 100 200 400 600 800 1,000 Feet

RCO - Regional Commercial/Office
 CCO - Community Commercial/Office
 HDR - High Density Residential
 MHD - Medium-High Density Residential
 LDR - Low Density Residential





STAFF REPORT
CITY COUNCIL MEETING
MAY 13, 2014

REPORT PREPARED BY:

JIM TOPITZHOFFER, RECREATION
SERVICES DIRECTOR

NAME, TITLE

DEPARTMENT DIRECTOR REVIEW:



Jim Topitzhofer
SIGNATURE

OTHER DEPARTMENT REVIEW:



N/A

REVIEWED BY CITY MANAGER:



Steven J. Leitch
SIGNATURE

ITEM FOR COUNCIL CONSIDERATION:

Consideration of Contract Change Order #2 for the Richfield Ice Arena – 2013 Locker Room Addition Project in the amount of \$11,411.00.

I. RECOMMENDED ACTION:

By Motion: Approve Contract Change Order #2 for the Richfield Ice Arena – 2013 Locker Room Addition Project in the amount of \$11,411.00.

II. EXECUTIVE SUMMARY

The City of Richfield authorized a contact with Derau Construction Inc. on November 12, 2014 for the construction of a locker room addition to the Richfield Ice Arena. Staff is recommending Council to approve Contract Change Order #2 in the amount of \$11,411.00. In Items in Change Order #2 include:

1) Dispose of garbage material excavated onsite	\$4,778.00
2) Repair existing brick wing wall for precast roof bearing	\$2,037.00
3) Additional steel angle support at ramp area	\$385.00
4) Add 4 inch block wall in toilet area	\$1,266.00
5) Additional steel angle at top of concrete block walls	\$2,780.00
6) Increase the size of the plumbing chase access panel	\$165.00
Total Change Order #2	\$11,411.00

With Change Order #2 the new contract amount with Derau Construction is \$553,536.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

Mike Klass of Wold Architects is providing supervision over the construction process of the project. He has conducted a thorough study of each change order item including price verification. Details follow:

GCPR#4	This item included disposal of garbage material excavated onsite to a landfill.	\$4,778.00
GCPR #7	Costs to repair existing brick/block wing wall for precast as required for precast roof deck bearing	\$2,037.00
GCPR#8	Costs to add and additional steel angle support at the ramp area as required for precast plank bearing.	\$385.00
GCPR#9	Costs to add 4 inch concrete block wall to the existing brick wall in the toilet area and north-south hallway. The block was required to cover up existing waterproofing membrane that could not be removed from the brick in PR#4.	\$1,266.00
GCPR#11	Costs to provide additional steel support angles at top of interior concrete block walls, and sealant from top of wall to deck. This work was not included in the support documents (PR#6)	\$2,780.00
GCPR#13	Costs to increase the size of the plumbing chase access panel from 24'x24' to 36'x36' (PR#8).	<u>\$165.00</u>
Total Change Order #2		\$11,411.00

B. POLICY

- Under the City's Purchasing and Spending Authority Policy, all contracts greater than \$100,000 must be approved by the City Council. With Change Order #2 the new contract amount with Derau Construction is \$553,536 and thus requires Council approval according to City policy.

C. CRITICAL TIMING ISSUES

- None

D. FINANCIAL

- The construction budget for the project is as follows:

Derau Contract	\$510,900
Construction Contingency (5%)	\$25,545
Architectural & Engineering	\$35,000
Reimbursables	\$2,000
Soil Survey	\$2,000
SAC/WAC	\$15,000
Health Department Inspections Fee	\$500
Bid & Printing	\$2,500
Construction Testing	\$2,000
Special Structural Inspections	\$2,000
Fees & Testing Contingency	<u>\$9,000</u>
Total Project Budget	\$606,445
- The amount of Change Order #1 and #2 exceeds the construction contingency, however, other items in the budget cost less than anticipated. The total estimated cost of the project to date including the change orders is \$612,536.00

E. LEGAL

- NA

F. ENVIRONMENTAL CONSIDERATIONS

- NA

IV. ALTERNATIVE RECOMMENDATION(S)

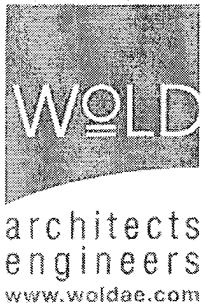
- None

V. ATTACHMENTS

- AIA Document G701 – 2001 CHANGE ORDER, dated April 7, 2014.

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- None



305 Saint Peter Street
Saint Paul, MN 55102

tel 651 227 7773
fax 651 223 5646
mail@woldae.com

April 10, 2014

Jim Topitzhofer
City of Richfield
6700 Portland Avenue South
Richfield, Minnesota 55423

Re: City of Richfield
Richfield Ice Arena – 2013 Locker Room Addition
Commission No. 132178

Dear Jim:

Enclosed you will find Change Order #2 for work on the Richfield Ice Arena – 2013 Locker Room Addition project. An itemized list of the items included is as follows:

GCPR #4	This item included costs to dispose of garbage material excavated onsite, to a landfill.	Add \$ 4,778.00
GCPR #7	This item included costs to repair the existing brick/block wing wall as required for precast roof deck bearing (PR #3).	Add \$ 2,037.00
GCPR #8	This item included costs to add an additional steel angle at the ramp area as required for precast plank bearing.	Add \$ 385.00
GCPR #9	This item included costs to add 4" concrete block to the existing brick wall in the toilet area and the north-south hallway. The block was required to cover up existing waterproofing membrane that could not be removed from the brick (PR #4).	Add \$ 1,266.00
GCPR #11	This item included costs to provide additional support angles at the top of interior concrete block walls, and sealant from top of wall to deck. This work was not included in the original documents (PR #6).	Add \$ 2,780.00
GCPR #13	This item includes the cost to increase the size of the plumbing chase access panel from 24"x24" to 36"x36" (PR #8).	Add \$ 165.00
Total Change Order #2		ADD \$11,411.00

Please sign the Change Orders and return all two (2) copies to my attention.

Sincerely,

WOLD ARCHITECTS AND ENGINEERS

Michael W. Klass // Assoc. AIA, LEED AP
Associate

Enclosure

cc: Dave Conrads, City of Richfield
Emma Survis, Wold

Minnesota
Illinois
Michigan
Colorado

SS/CL_Richfield/132178/crsp/apr14

designers and researchers for public environments

AIA® Document G701™ – 2001

RECEIVED

APR 7 2014

Change Order

PROJECT (Name and address): Richfield Ice Arena -- 2013 Locker Room Addition
 636 East 66th Street
 Richfield, Minnesota 55423
TO CONTRACTOR (Name and address): Derau Construction
 1061 East Cliff Road
 Burnsville, Minnesota 55337

CHANGE ORDER NUMBER: Two (2)
DATE: March 27, 2014
ARCHITECT'S PROJECT NUMBER: 132178
CONTRACT DATE: November 13, 2013
CONTRACT FOR: General Construction

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

GCPR #4	Add	\$4,778.00
GCPR #7	Add	\$2,037.00
GCPR #8	Add	\$385.00
GCPR #9	Add	\$1,266.00
GCPR #11	Add	\$2,780.00
GCPR #13	Add	\$165.00

TOTAL CHANGE ORDER NO. 2 Add **\$11,411.00**

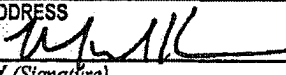

The original Contract Sum was	\$	510,900.00
The net change by previously authorized Change Orders	\$	31,225.00
The Contract Sum prior to this Change Order was	\$	542,125.00
The Contract Sum will be increased by this Change Order in the amount of	\$	11,411.00
The new Contract Sum including this Change Order will be	\$	553,536.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is March 28, 2014

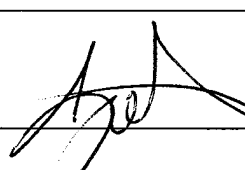


NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wold Architects and Engineers ARCHITECT (Firm name) 305 Saint Peter Street Saint Paul, Minnesota 55102 ADDRESS  BY (Signature) MICHAEL KUSS (Typed name) 3/27/14 DATE	Derau Construction CONTRACTOR (Firm name) 1061 East Cliff Road Burnsville, Minnesota 55337 ADDRESS  BY (Signature) PAT ZUREK (Typed name) 4/3/14 DATE	City of Richfield OWNER (Firm name) 6700 Portland Avenue South Richfield, Minnesota 55423 ADDRESS BY (Signature) (Typed name) DATE
---	---	--



STAFF REPORT
CITY COUNCIL MEETING
MAY 13, 2014

REPORT PREPARED BY:	MATT BRILLHART, PLANNING TECH.
	<hr/> <small>NAME, TITLE</small>
DEPARTMENT DIRECTOR REVIEW:	<input checked="" type="checkbox"/>  <hr/> <small>SIGNATURE</small>
OTHER DEPARTMENT REVIEW:	<input checked="" type="checkbox"/>  <hr/> <small>SIGNATURE</small>
REVIEWED BY CITY MANAGER:	<input checked="" type="checkbox"/>  <hr/> <small>SIGNATURE</small>

ITEM FOR COUNCIL CONSIDERATION:

Public hearing to consider a request for a Conditional Use Permit and Variances to allow construction of a 75-foot antenna tower and accessory structure at the Richfield Public Works building.

- I. **RECOMMENDED ACTION:**
Conduct and close a public hearing and by motion: Approve a Conditional Use Permit and Variances to allow construction of a 75-foot telecommunication tower and accessory structure at 1901 66th Street East.

II. **EXECUTIVE SUMMARY**

Buell Consulting, on behalf of Verizon Wireless, has applied for a Conditional Use Permit (CUP) and Variances to allow construction of a new telecommunication tower at the Richfield Public Works facility. The proposed tower is intended to improve wireless communication capacity in the area. Telecommunication towers are a conditionally permitted use in the General Commercial Zoning District. The proposed tower meets all requirements of the Zoning Code. In addition to the tower, the applicant is proposing an accessory building to house communications equipment. The applicant is requesting two variances related to the accessory building. City staff and the Planning Commission have reviewed the proposal and recommend approval of the CUP and Variances.

In addition, the City and Buell Consulting, on behalf of Verizon Wireless, are currently in negotiations to allow for the construction of a telecommunication tower and to lease land on City property. Upon completion of negotiations, the lease will be brought before the City Council for consideration.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

- N/A

B. POLICY

- In the General Commercial (C-2) Zoning District, telecommunication towers are a conditionally permitted use, when in conformance with the applicable provisions of Subsection 544.25 of the Zoning Code. The proposed tower meets the co-location, monopole structure-type, lighting, advertising and screening requirements. No existing towers are located within one quarter mile of the proposed site. The Code also requires that towers maintain a minimum distance of twice the height of the tower from residential structures. The nearest residential structure is more than 500 feet away from the proposed monopole.
- Along with the proposed tower, the applicant is proposing an accessory structure to house communications equipment. The structure will be designed to match the existing Public Works building in materials and color. The applicant is requesting two variances related to the accessory structure. The first variance is to the number of accessory buildings allowed. The Zoning Code allows properties in the C-2 district to have one accessory building. As the Public Works Maintenance Facility already has an accessory storage building on the site, this requires a variance. The second variance is to the minimum side setback requirement. The street side setback requirement for an accessory building is 25 feet. The applicant is proposing a side setback of 11 feet, 10 inches facing Longfellow Avenue.
- Staff finds that the criteria necessary for the issuance of a variance are met. Strict enforcement of the Zoning Code would cause a practical difficulty for the applicant. The proposed tower meets all requirements, but cannot be built without an enclosed storage building to house telecommunications equipment. Locating an antenna tower and equipment building on this site is a reasonable use of the property. Additionally, the Public Works Maintenance Facility property is platted in an atypical "teardrop" shape. Public Works has requested to reserve space adjacent to their existing storage bins for future expansion, leaving limited space for the proposed antenna tower and accessory building. The proposed storage building lies in the narrowest point of the site and therefore cannot meet all setback requirements. These unique circumstances were not created by the applicant, and therefore staff is recommending approval of both variances.
- The issuance of building permits will be pending confirmation of approval by the Metropolitan Airports Commission and Federal Aviation Administration, as well as proof that the applicant has recorded the CUP with Hennepin County.

C. CRITICAL TIMING ISSUES

- 60-DAY RULE: The 60-day clock 'started' when this application was deemed complete on April 3, 2014. A decision is required by *June 2, 2014* OR the Council must notify the applicant that it is extending the deadline (up to a maximum of 60 additional days or 120 days total) for issuing a decision.

D. FINANCIAL

- The required processing fee has been paid.
- The applicant is in the process of negotiating a lease with the City's Finance Department for the use of the property.

E. LEGAL

- A public hearing was held before the Planning Commission on April 28, 2014.
- Notice of the public hearing was published in the Sun Current Newspaper and mailed to properties within 350 feet.
- The Planning Commission voted 5-0 to recommend approval.
- In addition to the public hearing held on April 28th, variance requests applied for in conjunction with another land use request require a public hearing before the Council. Tonight's public hearing was published in the Sun Current Newspaper and notice mailed to properties within 350 feet.

F. ENVIRONMENTAL CONSIDERATIONS

- N/A

IV. ALTERNATIVE RECOMMENDATION(S)

- Approve the attached Resolution with additional and/or amended stipulations.
- Deny the request with a finding that the proposed use would have an adverse impact on surrounding properties or the City as a whole.

V. ATTACHMENTS

- Resolution
- Requirements documentation
- Proposed plans
- Zoning & Planning maps

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- Rob Viera, Buell Consulting

RESOLUTION NO. _____

**RESOLUTION APPROVING A
CONDITIONAL USE PERMIT AND VARIANCES
TO ALLOW CONSTRUCTION OF A
75-FOOT TELECOMMUNICATION TOWER AND ACCESSORY STRUCTURE
AT 1901 66TH STREET EAST**

WHEREAS, an application has been filed with the City of Richfield which requests a conditional use permit and variances to allow the construction of a 75-foot telecommunication tower at property commonly known as 1901 66th Street East (Richfield Public Works Maintenance Facility, herein "The Property"), property legally described as:

Lot 1, Block 1, Richfield Maintenance Facility, Hennepin County, Minnesota

WHEREAS, the Planning Commission of the City of Richfield recommended approval of this requested conditional use permit and variances at 1901 66th Street East at its April 28, 2014 meeting; and

WHEREAS, this requested conditional use permit at 1901 66th Street East meets the requirements necessary for issuing a conditional use permit as specified in Richfield's Zoning Code, Section 547.09; and

WHEREAS, this requested conditional use permit at 1901 66th Street East meets the requirements necessary for issuing a conditional use permit for a telecommunication tower and related features as specified in Richfield's Zoning Code, Section 544.25; and

WHEREAS, the Zoning Code allows no more than one accessory building on properties in the General Commercial (C-2) district. Further, Code requires that accessory buildings are located a minimum of 25 feet from street side lot lines; and

WHEREAS, Minnesota Statutes Section 462.357, Subdivision 6, provides for the granting of variances to the literal provisions of the zoning regulations in instances where their enforcement would cause "practical difficulty" to the owners of the property under consideration; and

WHEREAS, based on the findings below, the Richfield City Council approves the requested variances from Richfield Zoning Code Subsections 534.05, Subd. 4; 534.11; and

WHEREAS, the City has fully considered the request for approval of the conditional use permit;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota, as follows:

1. The City Council makes the following general findings:
 - a. The Property is zoned General Commercial (C-2).
 - b. The Zoning Code states that no more than one accessory building shall be located on a property in the C-2 district. The proposed accessory building would be in addition to an existing accessory building on the Property used by Richfield Public Works. A variance from Subsection 534.05 is required.
 - c. Code states that minimum street side setbacks shall be no less than 25 feet. The proposed building is set back 11 feet 10 inches. A variance from Subsection 534.11 is required.
2. With respect to the application for variances from the above-listed requirements, the City Council makes the following findings:
 - a. Strict enforcement of Richfield Zoning Code Subsections 534.05, Subd. 4; and 534.11 would cause a practical difficulty. The proposed antenna tower meets all requirements, but cannot be constructed without an enclosed storage building to house telecommunications equipment. Constructing an antenna tower and equipment building on this site is a reasonable use of The Property.

- b. Unique circumstances affect the Property that were not created by the applicant. The City's Public Works Maintenance Facility property is platted as an atypical "teardrop" shape. The proposed storage building lies in the narrowest point of the Property and therefore cannot meet all setback requirements.
 - c. Granting the requested variances will not alter the character of the neighborhood. The proposed use is separated from any residential property by Minnesota State Highway 77 and is adjacent only to the Public Works Maintenance Facility and the airport.
 - d. The variances requested are the minimum necessary to alleviate the practical difficulty. The proposed variances will allow the construction of an antenna tower and equipment building on the Property.
3. Based on the above findings, a variance is hereby approved to permit a second accessory building on the Property.
4. Based on the above findings, a variance is hereby approved to reduce the minimum street side setback to 11 feet 10 inches.
5. A conditional use permit is issued to allow a 75-foot telecommunication tower, as described in City Council Letter No. _____, on the Subject Property legally described above.
6. This conditional use permit is subject to the following conditions in addition to those specified in Section 547.09 of the City's Zoning Ordinance:
 - The applicant shall be responsible for maintenance of the landscaping and proposed "Driveable Grass" system. Any trees that die shall be replaced. The applicant shall be responsible for snow removal to access the site; and
 - That the recipient apply for building permits as required prior to any work beginning; and
 - Issuance of building permits will be conditioned on approval from the Federal Aviation Administration and Metropolitan Airports Commission; and
 - That the recipient of this conditional use permit record this Resolution with the County, pursuant to Minnesota Statutes Section 462.36, Subd. 1 and the City's Zoning Ordinance Section 547.09, Subd. 8.
7. This conditional use permit shall expire one year after it has been issued unless 1) the use for which the permit was granted has commenced; or 2) Building permits have been issued and substantial work performed; or 3) Upon written request of the applicant, the Council extends the expiration date for an additional period not to exceed one year. Expiration is governed by the City Zoning Ordinance, Section 547.09, Subdivision 9.
8. This conditional use permit shall remain in effect for so long as conditions regulating it are observed, and the conditional use permit shall expire if normal operation of the use has been discontinued for 12 or more months, as required by the City's Zoning Ordinance, Section 547.09, Subd. 10.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of May 2014.

Debbie Goettel, Mayor

ATTEST:

Nancy Gibbs, City Clerk

Code Requirements / Required Findings

Part 1: The findings necessary to issue a Conditional Use Permit (CUP) are as follows (Subd. 547.09, Subd. 6):

- a) *The proposed use is consistent with the goals, policies and objectives of the City's Comprehensive Plan.* This requirement is met. This property is designated as "Public" in the Comprehensive Plan. The Comprehensive Plan states that telecommunications utilities provide essential services and the provision of public and private utilities is essential to a healthy community.
- b) *The proposed use is consistent with the purposes of the Zoning Code and the purposes of the zoning district in which the applicant intends to locate the proposed use.* This requirement is met. Telecommunications towers are allowed as a conditional use in the General Commercial (C-2) district, subject to conformance with the applicable provisions of Subsection 544.25. The proposed tower meets the co-location, monopole structure-type, lighting, advertising and screening requirements. The proposed use requires two variances: to the side setback for accessory buildings, and to allow a second accessory building on the site. Public Works already has one accessory building on the site.
- c) *The proposed use is consistent with any officially adopted redevelopment plans or urban design guidelines.* N/A
- d) *The proposed use is or will be in compliance with the performance standards specified in Section 544 of this Code.* This requirement is met. The applicant proposes to relocate several trees and add ten (10) new pine trees to screen the proposed tower and equipment building. The proposed equipment building will match the existing Public Works storage building in materials and color. The applicant has proposed a "Driveable Grass" system in place of a paved access driveway, in order to minimize the expansion of impervious surface on the site.
- e) *The proposed use will not have undue adverse impacts on government facilities, utilities, services or existing or proposed improvements.* This requirement is met. The submitted plans have been reviewed by the Public Works Department and no undue adverse impacts are anticipated.
- f) *The use will not have undue adverse impacts on the public health, safety or welfare.* The applicant must comply with all requirements of the Administrative Review Committee Report dated March 20, 2014.
- g) *There is a public need for such use at the proposed location.* This requirement is met.
- h) *The proposed use meets or will meet all the specific conditions set by this Code for the granting of such conditional use permit.* This requirement is met.

Part 2: The findings necessary to approve a variance are as follows (Subd. 547.11):

1. *There are "practical difficulties" that prevent the applicant from using the property in a reasonable manner.*
2. *There are usual or unique circumstances that apply to the property which were not created by the applicant and do not apply generally to other properties in the same zone or vicinity.*
3. *The variance would not alter the character of the neighborhood or the locality.*
4. *The variance is the minimum necessary to alleviate the practical difficulty.*
5. *The variance is in harmony with the general purpose and intent of the ordinance and consistent with the Comprehensive Plan.*

The applicant has requested variances from the following requirements:

- No more than one accessory building shall be located on properties in the C-2 zoning district (Subsection 534.05, Subd. 4)
- The minimum street side setback shall be no less than 25 feet (Subsection 534.11)

The applicant is proposing to use the property in a reasonable manner. The Strict enforcement of Richfield Zoning Code Subsections 534.05, Subd. 4; and 514.11 would cause a practical difficulty. The proposed antenna tower meets all requirements and cannot be constructed as planned without an enclosed storage building to house telecommunications equipment. Constructing an antenna tower and equipment building on this site is a reasonable use.

Unique circumstances affect the Property that were not created by the applicant. The City's Public Works Maintenance Facility property is platted as an atypical "teardrop" shape. Public Works has requested to reserve space adjacent to their existing storage bins for future expansion, leaving limited space for the proposed antenna tower and accessory building. The proposed storage building lies in the narrowest point of the Property and therefore cannot meet all setback requirements.

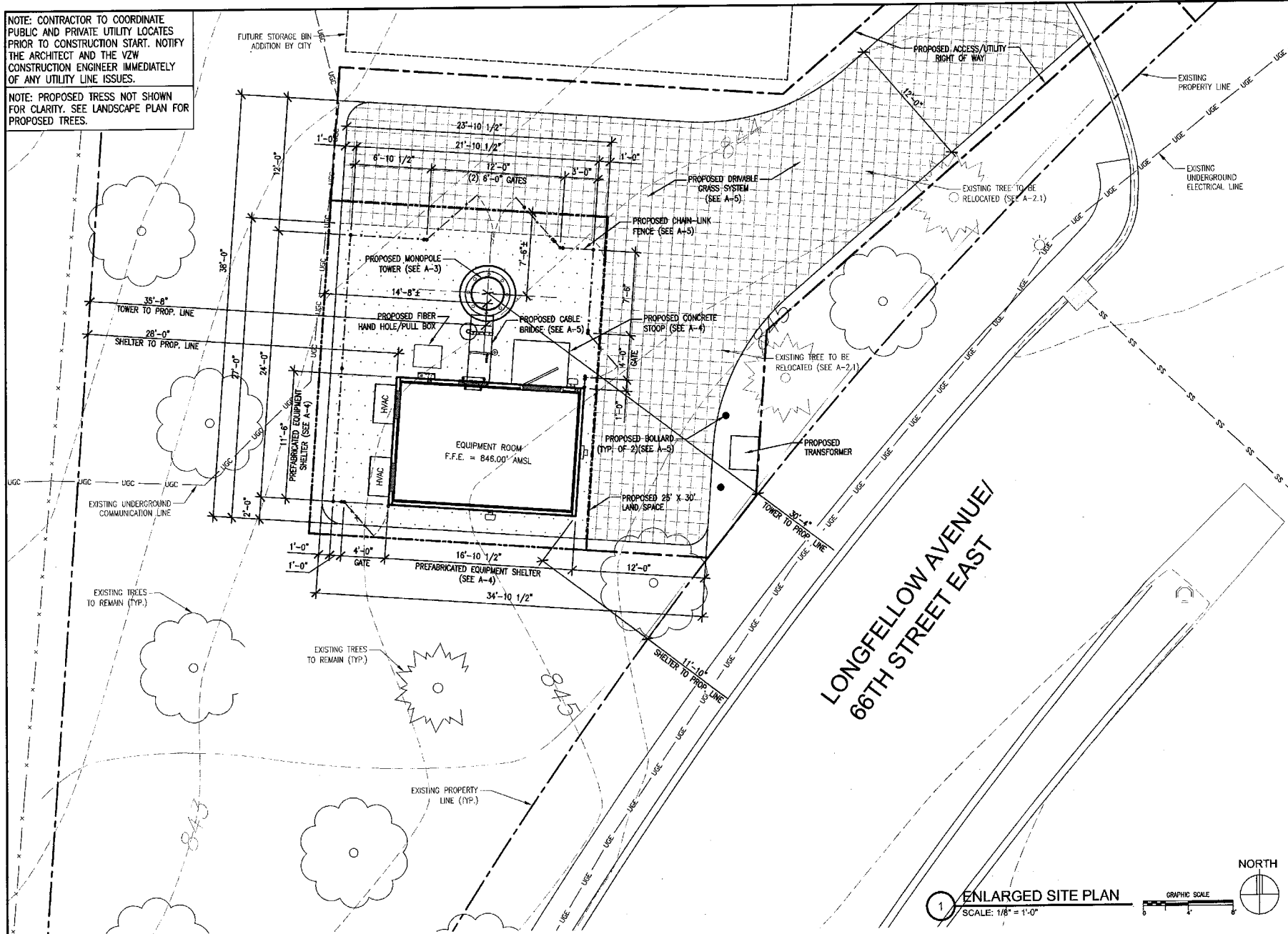
Granting the requested variances will not alter the character of the neighborhood. The proposed use is separated from any residential property by Minnesota State Highway 77 and is adjacent only to the Public Works Maintenance Facility and the airport.

The variances requested are the minimum necessary to alleviate the practical difficulty. The proposed variances will allow the construction of an antenna tower and equipment building on the Property.

The variance is in harmony with the general purpose and intent of the ordinance and consistent with the Comprehensive Plan.

NOTE: CONTRACTOR TO COORDINATE PUBLIC AND PRIVATE UTILITY LOCATES PRIOR TO CONSTRUCTION START. NOTIFY THE ARCHITECT AND THE VZW CONSTRUCTION ENGINEER IMMEDIATELY OF ANY UTILITY LINE ISSUES.

NOTE: PROPOSED TREES NOT SHOWN FOR CLARITY. SEE LANDSCAPE PLAN FOR PROPOSED TREES.



NOT FOR
CONSTRUCTION

DESIGN

ROBERT J DAVIS, AIA
ARCHITECT
9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55444
(952) 903-9299

**VERIZON
WIRELESS**

10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55435
(612) 720-9030

PROJECT
20130875572

MINC
FLIGHT PATH

6700 LONGFELLOW AVE S
RICHFIELD, MN 55423

SHEET CONTENTS:
ENLARGED SITE PLAN

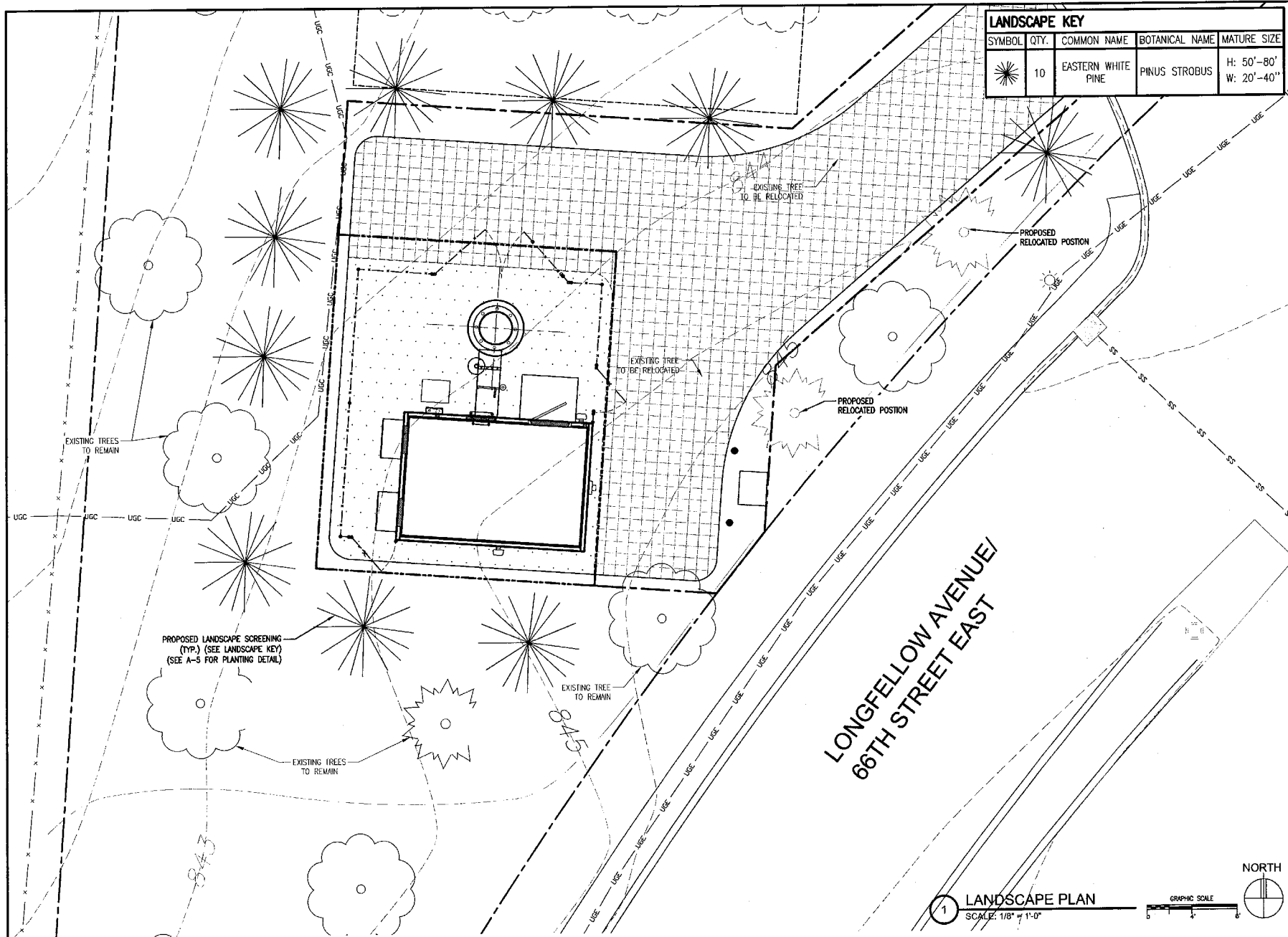
DRAWN BY:	A. STANLEY
DATE:	7-31-13
CHECKED BY:	TAB/GOB
REV. A	10-25-13
REV. B	12-17-13
REV. C	03-06-14
REV. D	04-03-14
REV. E	04-25-14

A-2

1 ENLARGED SITE PLAN
SCALE: 1/8" = 1'-0"

GRAPHIC SCALE





LANDSCAPE KEY				
SYMBOL	QTY.	COMMON NAME	BOTANICAL NAME	MATURE SIZE
	10	EASTERN WHITE PINE	PINUS STROBUS	H: 50'-80' W: 20'-40"

NOT FOR
CONSTRUCTION

DESIGN

ROBERT J DAVIS, AIA
ARCHITECT
9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9289

VERIZON WIRELESS

10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(612) 720-0030

PROJECT
20130876572

MINC
FLIGHT PATH

6700 LONGFELLOW AVE S
RICHFIELD, MN 55423

SHEET CONTENTS:
LANDSCAPE PLAN

DRAWN BY:	A. STANLEY
DATE:	7-31-13
CHECKED BY:	TAB/CDB
REV. A	10-25-13
REV. B	12-17-13
REV. C	03-08-14
REV. D	04-03-14
REV. E	04-25-14

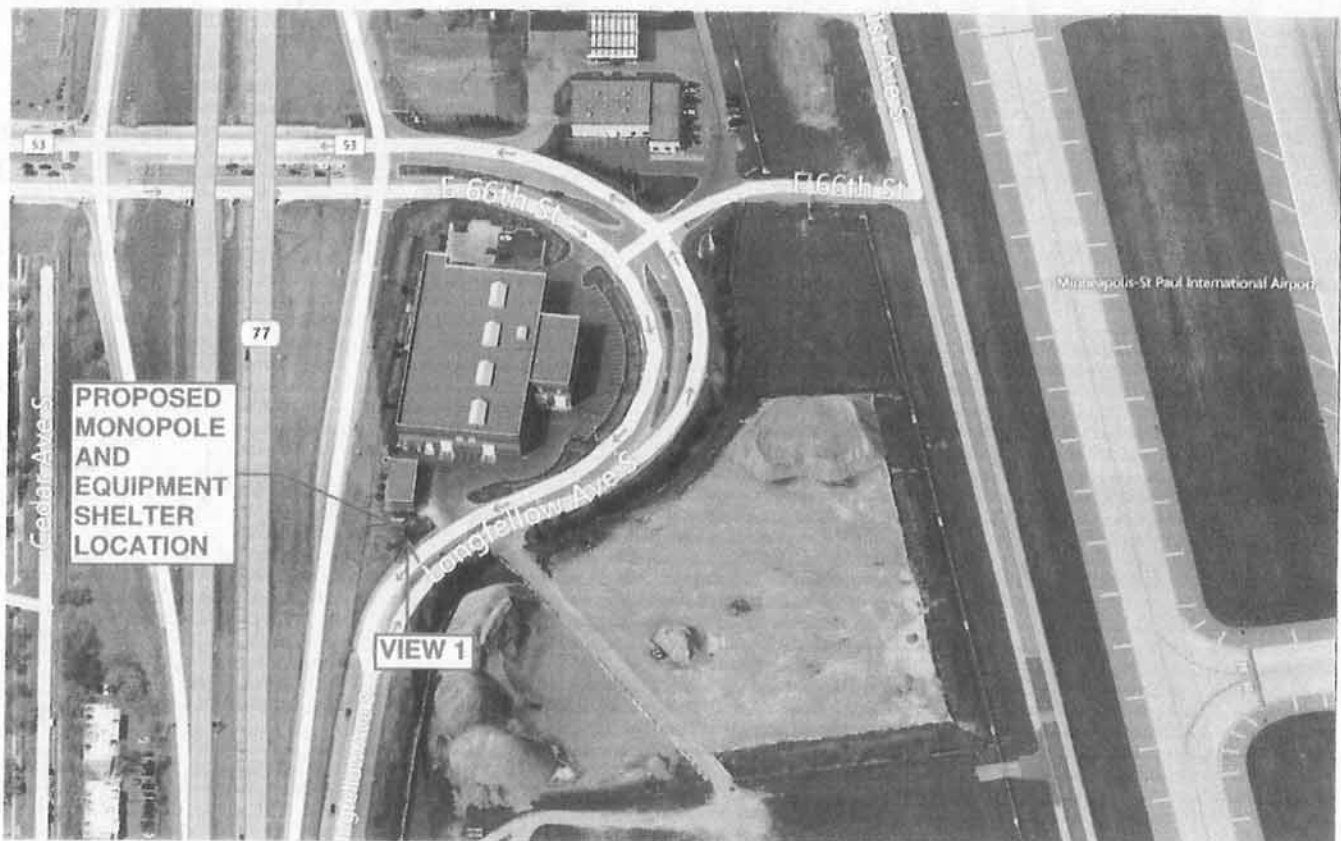
A-2.1

Ulteig

Bismark • Cedar Rapids • Denver • Detroit Lakes • Fargo • St. Paul • Sioux Falls
4285 Lexington Ave. N.
St. Paul, Minnesota 55126
Phone: 651.415.3800 Fax: 651.415.2001
Web: www.ulteig.com

PHOTO SIMULATION

SITE: MINC FLIGHT PATH
CARRIER: VERIZON WIRELESS
SITE ADDRESS: 66TH STREET EAST, RICHFIELD, MN



SITE LOCATION MAP
NOT TO SCALE





View Type: Simulated Photograph

Site Address: 66th Street East

City: Richfield **State:** MN

Site Name: MINC FLIGHT PATH

View Description: Looking north at proposed monopole and equipment shelter.

Page 2 of 2

Disclaimer: This picture is an artist's rendition of the completed site layout prior to construction. The completed construction may vary in layout, dimension, and color from the above picture.







AGENDA SECTION: OTHER BUS.
AGENDA ITEM # 9
REPORT # 93

STAFF REPORT

CITY COUNCIL MEETING

MAY 13, 2014

REPORT PREPARED BY:

KAREN BARTON, COMMUNITY
DEVELOPMENT ASSISTANT DIRECTOR

NAME, TITLE

DEPARTMENT DIRECTOR REVIEW:



SIGNATURE

OTHER DEPARTMENT REVIEW:



SIGNATURE

REVIEWED BY CITY MANAGER:



ITEM FOR COUNCIL CONSIDERATION:

Consideration of approval to begin construction of grant-related improvements at Lyndale Gardens.

I. RECOMMENDED ACTION:

By Motion: Approve construction of Metropolitan Council Livable Communities Transit-Oriented Development grant-related improvements at Lyndale Gardens.

II. EXECUTIVE SUMMARY

On April 25, 2012 the City of Richfield was awarded \$1,500,000 through the Metropolitan Council Livable Communities Act (LCA) Transit-Oriented Development (TOD) grant program for the Lyndale Gardens project. These funds are for the creation of place-making elements and park connections, including bicycle and pedestrian connections on the project site.

The Lyndale Gardens redevelopment project is located at 6401 Lyndale Avenue. The project includes Lakewinds Natural Foods grocery store, and is proposed to include approximately 151 units of multi-family rental housing, 10,000 square feet of restaurant/retail, and a number of quasi-public amenities.

Lakewinds grocery is currently under construction, with a completion date of June of this year. The apartments and restaurant/retail are anticipated to begin construction later this year and next year.

The Cornerstone Group, project developer, and the Lakewinds grocery are eager to begin the quasi-public improvements to allow for public use of the site this year. Additionally, the grant is set to expire on April 30, 2015. The grant funding is predicated on the completion of the entire project (grocery, housing, and retail). Therefore, if the developer does not construct the housing and retail in association with the grant, the City could potentially be liable to repay the grant. However, the Met Council has stated that they have never required the repayment of a grant, even when a project failed to be completed.

As such, the Cornerstone Group is seeking approval from the City to begin construction of the place-making elements and park connections prior to construction of the housing and retail components.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

- The Metropolitan Council LCA TOD grant was awarded to the City on April 25, 2014.
- The grant provides funding of \$1,500,000 for site acquisition, holding costs, trail connections (including a bridge connecting to the Richfield Lake Trail), amphitheater with plaza seating, fountain and interactive water feature, and an outdoor pizza oven/gas fireplace feature and plaza.

B. POLICY

- It is policy to utilize grant funding as appropriate and applicable to advance the city's goals.

C. CRITICAL TIMING ISSUES

- The grant expiration date is April 30, 2015. Grant-related construction must be completed by that date or risk forfeiture.
- Due to the lead-time required to order the bridge and construct other infrastructure, the developer needs timely approval to begin construction in order to complete the project this summer.

D. FINANCIAL

- The Met Council awarded the City \$1,500,000 in LCA grant funds for the Lyndale Gardens Project.
- Approximately \$495,000 of the grant funds has been expended on site acquisition and holding costs, to date.
- Approximately \$1,000,000 in grant funds remains for the construction of the place-making elements and trail connections.
- If the developer does not construct the housing and retail in association with the grant, the City could potentially be liable to repay

the grant. However, the Met Council has stated that they have never required the repayment of a grant, even when a project failed to be completed, and do not foresee a reason that this grant would require repayment.

E. LEGAL

- N/A

F. ENVIRONMENTAL CONSIDERATIONS

- Environmental considerations will be made throughout the project.

IV. ALTERNATIVE RECOMMENDATION(S)

- Do not approve construction of grant-related improvements at this time.

V. ATTACHMENTS

- Rendering of place-making elements and trail connections location on the Lyndale Gardens site.
- Lyndale Gardens site plan rendering.

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- Beth Reetz, Met Council Director, Housing and Livable Communities
- Representatives from The Cornerstone Group



